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# NOTICE OF ELECTRONIC FILING

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
OASIS LEGAL FNCE OPRNG C vs. CHODES GARY

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**AMENDED COMPLAINT FILED (Verified Third Amended Complaint)**

**EXHIBITS (Exhibits A to C to Verified Third Amended Complaint)**

**EXHIBITS (Exhibits D to O to Verified Third Amended Complaint)**

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

OASIS LEGAL FINANCE OPERATING )  
COMPANY, LLC, )

Plaintiff, )

vs. )

GARY CHODES; OASIS GROUP )  
DISABILITY, LLC; FAVRA JAFRI; )  
and LOU VENA, )

Defendants. )

Case No. 16 CH 13882

Judge Celia Gamrath

Consolidated with Case No.  
16 CH 09317

**VERIFIED THIRD AMENDED COMPLAINT**

1. Plaintiff Oasis Legal Finance Operating Company, LLC ("Oasis") brings this Action against its former Chief Executive Officer, and recent, though now former, Chief Executive Officer of Oasis' competitor Signal Funding, LLC ("Signal") Gary Chodes ("Chodes"); Oasis Group Disability, LLC ("OGD"); Favra Jafri ("Jafri"), former Executive Vice President of Operations for both Signal and OGD; and former Oasis employee and former Signal/OGD employee Lou Vena ("Vena"), (collectively, "Defendants"). This case also involves Signal, as well as former Oasis employees and current and former Signal employees, James Habel ("Habel"), Michael Olsen ("Olsen"), Tyson Beauchamp ("Beauchamp"), and Trevor Scott ("Scott"), all of whom previously were named Defendants in this action, but with whom Oasis has reached a settlement. In addition, this case involves other third party investors/owners of Signal, such as 777 Partners and SuttonPark Capital, to whom Chodes disclosed Oasis' confidential and trade secret information.

2. Oasis brings this action because Chodes formed Signal as a direct competitor and started this new venture by improperly retaining, refusing to return, and repeatedly disclosing

Oasis' most sensitive confidential and trade secret information with the investors/owners of Signal, with other principals of Signal, and other third parties in order to gain a competitive advantage in favor of Signal against Oasis. Furthermore, after Chodes left Oasis and while he was starting a competing business, Chodes and Vena shared and discussed confidential financial information of Oasis, for the purposes of benefitting Signal.

3. The information misappropriated and improperly disclosed by Chodes includes, for example, two different Confidential Information Memoranda ("CIM") prepared for Oasis. Each of the CIMs contains trade secret and other confidential and proprietary information of Oasis, as evidenced by the fact that each recipient of the CIMs was required to execute and deliver a confidentiality agreement that strictly limited circulating and copying its contents.

4. The first CIM was delivered to prospective purchasers in 2012 to assist them in evaluating whether to acquire Oasis and contained Oasis' most sensitive proprietary and financial information.

5. The second CIM was prepared in 2015 and analyzed the highly confidential Project Kodiak related to the potential sale of Oasis. Chodes obtained this document well after his employment with Oasis ended, and as Chodes was not authorized to receive this document from Oasis, Chodes had to have obtained it from an unauthorized individual. Given the evidence that Vena continued to share confidential Oasis information with Chodes after Chodes' termination from Oasis, this individual was very likely Defendant Vena.

6. Chodes improperly retained and shared both CIMs outside of Oasis for the purpose of competing against Oasis.

7. Furthermore, Chodes obtained and retained multiple "slide decks," which are Power Point presentations used by Oasis for current and potential investors to evaluate Oasis'

business. These Oasis slide decks were then used by Chodes (either directly or sent to others who were working on Chodes' behalf) to develop slide decks to entice investors into his new, competing business, which was originally titled Star Legal and ultimately became Signal. These Oasis slide decks were also used by Chodes and others to develop slide decks on behalf of a new disability advocacy business, which ultimately was known as OGD. Even after the creation of Signal, Chodes, Jafri and others within Signal used the Oasis slide decks to create and modify Signal slide decks for the purpose of acquiring additional investments.

8. By way of further example, Chodes improperly retained and disclosed an Oasis accounting model that forecasted Oasis' projected financial performance through the end of 2017; an executive summary of Project Kodiak; confidential Oasis unaudited and audited financial statements; and a presentation and pricing model detailing Oasis' strategic goals, survey of competitors, a description of Oasis' attorney network, pricing and returns. Chodes directed others within Oasis, including Jafri and Olsen, to use these items to compete against Oasis.

9. In reviewing documents received from Signal as part of the settlement with Oasis, Oasis learned that while Chodes was ramping up his efforts with Signal, he was receiving confidential information about Oasis' finances from Vena – who at the time remained employed by Oasis as its controller – and then passing it along to Signal's investors and other Signal personnel. Ironically, although Chodes felt no compunction about giving Oasis' confidential data and the information Chodes obtained in his "confidential" communications with Vena, Chodes directed his recipients – Jafri and the Signal investors – that the information was "CONFIDENTIAL – DO NOT DISTRIBUTE TO ANY THIRD PARTIES."

10. Chodes also exchanged emails with Jafri, Olsen, and Habel detailing their attempts to steal Oasis' proprietary information with the assistance of active Oasis employees.

11. Chodes also started this new venture by soliciting and targeting Oasis' top employees in direct violation of his employee non-solicitation obligations, which were still in effect.

12. The wrongfully solicited employees, including Beauchamp, Scott and Vena, accepted employment with Signal, a direct competitor of Oasis, in violation of the non-competition provisions each of them executed with Oasis. In addition, Vena also breached his agreement with Oasis, along with fiduciary duties owed by him during his employment with Oasis, by himself soliciting other Oasis employees to join Signal and violate their own restrictive covenants with Oasis.

13. As noted above, Chodes and Vena misappropriated some of Oasis' most valuable confidential and trade secret information prior to or upon their departures from Oasis and have used this information to compete against Oasis.

14. Defendants Chodes, Jafri and Vena – all on behalf of Signal – induced and sought to induce Oasis employees to breach their covenants with Oasis and offered to place some employees in the nominal employment of Signal's then-subsidiary/sister company OGD in an attempt to avoid detection of the breaches.

15. Oasis seeks compensatory and punitive damages as relief in this action, as well as preliminary and permanent injunctive relief against Defendants. Specifically, Oasis asks this Court to order Defendants Chodes and Vena to abide by the terms of their restrictive covenants, including the non-competition, non-solicitation and non-disclosure provisions, and to order the Defendants to cease their tortious interference with the agreements Oasis has with its employees.

16. Preliminary and permanent injunctive relief is required because Defendants have engaged in a series of violations for which monetary relief is insufficient, and upon information

and belief continued to engage in breaches of their various restrictive covenants even after the parties agreed to a standstill on activities relating to other provisions of the various agreements at issue while awaiting a hearing on a temporary restraining order.

### **NATURE OF THIS ACTION**

17. Chodes is the disgruntled ex-CEO of Oasis whose employment was terminated for cause by Oasis in 2013. Since then, Chodes has declared “war” on Oasis and others affiliated with Oasis.

18. Chodes’ most recent effort in this war has been to establish a directly competing business – Signal – and to personally misappropriate, and to ask Beauchamp and Vena to misappropriate, Oasis’ valuable confidential and trade secret information. These actions are in violation of Chodes’, Beauchamp’s and Vena’s agreements with Oasis regarding Oasis’ confidential and trade secret information, as well as Chodes’ and Vena’s fiduciary obligations owed to Oasis.

19. Beauchamp sent Oasis confidential and proprietary information to his personal email account on the same day he resigned, in the form of a confidential spreadsheet with detailed information regarding recent transactions he had worked on, including information about attorneys involved in those transactions.

20. Vena downloaded and copied a treasure trove of Oasis’ confidential and proprietary files to at least one USB flash drive on his last day in Oasis’ offices while still employed by Oasis, but after he knew that he was going to be resigning and accepting employment with Signal/OGD, and then falsely asserted that he had returned all Oasis property following his resignation.

21. Beauchamp’s and Vena’s misappropriation of Oasis’ confidential and trade secret

information is compounded by the fact that, following his termination for cause by Oasis, Chodes retained and refused to return reams of confidential and trade secret information of Oasis. Contrary to Chodes' claim that he merely "retained" such information, as demonstrated by documents recently produced by Signal, Chodes has in fact disclosed this confidential and trade secret information to, among other people, Jafri, Olsen, and individuals at 777 Partners and SuttonPark Capital, who upon information belief have and retain an ownership interest in Signal.

22. This confidential and trade secret information is of immeasurable value to Oasis, and because Chodes and Signal were and are directly competing with Oasis, it was, is and will be of immeasurable value in their efforts to compete with Oasis.

23. Moreover, Chodes also aggressively targeted, solicited, and induced, both personally and through a platoon of surrogates, Oasis employees to breach their contractual and common law duties to Oasis on behalf of Signal.

24. Chodes staffed Signal almost exclusively with former Oasis employees.

25. Oasis' employees have valid and enforceable agreements with Oasis that prohibit them from engaging in certain competitive work, including accepting employment in a competitive capacity with a directly competitive company such as Signal.

26. Oasis' employees' agreements also prohibit them from soliciting other Oasis employees, from soliciting certain Oasis customers and attorney relationships, and from using or disclosing Oasis' confidential information.

27. Chodes also had a restrictive covenant with Oasis, which was in effect at the time that Chodes and Signal began soliciting Oasis employees and competing with Oasis.

28. Chodes and his surrogates are well aware of the restrictive covenants Oasis has with its employees.

29. Despite this knowledge, since at least March 2016 and throughout the several months leading to the filing of this action, Chodes and his surrogates attempted to recruit, to Oasis' knowledge, at least two-thirds of Oasis' existing sales team, as well as other high value employees.

30. To induce Oasis employees to breach their contractual and common law duties to Oasis, Chodes and Signal offered to, among other things, pay for legal expenses in the event Oasis commenced litigation regarding their breaches, pay them to sit on the sidelines if Oasis were to obtain an injunction, and pay them above market compensation.

31. Chodes and Signal began attempting to recruit Oasis' top salespersons, including Beauchamp, in March and April of 2016, while Chodes still owed employee non-solicitation obligations to Oasis.

32. Chodes and Signal then successfully recruited Oasis' Vice President and Controller, Vena, who tendered his resignation on October 21, 2016, with a two-week notice period.

33. Two days after resigning, Vena, with Chodes' knowledge, began contacting Oasis employees to recruit them for Signal, despite still being employed by Oasis, and in violation of his contractual agreements with Oasis.

34. Defendants continued to call and solicit Oasis' employees prior to and after the filing of this lawsuit, including those who have already declined positions with Signal.

35. Indeed, three other employees resigned to go to Signal because of Signal's recruiting efforts, but Oasis was able to retain them at significant expense.

36. Defendants' wrongful activities continued after Oasis had filed its original Verified Complaint, demonstrating that Defendants do not intend to abide by any of the agreements without a court order directing them to do so.



37. When Defendant Chodes was Oasis' CEO, the Company informed prospective investors that: "Management [led by Defendant Chodes] believes it 'would be extremely difficult for a competitor to build the brand, relationships and platform required to meaningfully challenge Oasis' leading market position.'"

38. Defendants sought to compete with Oasis with the full knowledge of the advantages afforded to Oasis by virtue of its long history of significant investments in its "brand, relationships and platform" (e.g., attorney relationships, proprietary technology, business processes, analytical techniques and know-how).

39. Rather than attempt to compete fairly with Oasis, however, Defendants engaged in a coordinated and sustained effort to misappropriate these assets (particularly the company's key employees, intellectual property and relationships) through a series of wrongful actions.

40. These wrongful actions, taken by Defendants to usurp and destroy Oasis' business, include: (1) Chodes' breach of restrictive covenant obligations owed to Oasis; (2) Chodes' breach of fiduciary duties owed to Oasis; (3) tortious interference with restrictive covenant agreements between Oasis and its employees by Defendants; (4) Vena's breach of restrictive covenant obligations owed to Oasis; (5) Vena's breach of his duty of loyalty to Oasis, which was aided and abetted by Chodes and Signal; and (6) threatened and actual misappropriation and use of Oasis's confidential information and trade secrets by all Defendants, and in particular by Chodes, Vena, and Jafri.

41. Defendants' actions threaten immediate, irreparable and substantial harm to Oasis and should be enjoined.

#### **THE PARTIES**

42. Oasis is a Delaware limited liability company with its principal place of business

located at 9525 Bryn Mawr Road in Rosemont, Illinois. Oasis is currently engaged in doing business in Cook County, Illinois.

43. Chodes is an individual who resides in Highland Park, Illinois. Chodes is a citizen of Illinois. Upon information and belief, Chodes is an individual doing business in Lake County and Cook County, Illinois.

44. OGD is a Delaware limited liability company with its principal place of business located at 69 Charlton Street, Suite 331, New York City, New York. Upon information and belief, OGD was a sister company or affiliated company of Signal, with common ownership, until approximately March 2017, at which point it then become owned by Chodes without Signal involvement. Upon information and belief, OGD is currently engaged in doing business in Cook and Lake County, Illinois.

45. Jafri is an individual who resides at 200 E. Chestnut St., Apt 140, Chicago, IL 60611. Jafri is a citizen of Illinois. Jafri is an individual doing business in Lake and Cook County, Illinois.

46. Vena is an individual who resides at 2226 N Burke Dr., Arlington Heights, Illinois. Vena is a citizen of Illinois. Vena is an individual doing business in Lake County, Illinois.

47. Venue is proper in this Court and numerous of the Defendants' wrongful activities have taken place in Cook County, Illinois.

## **FACTS**

### **Oasis' Business & Protectable Interests**

#### **Oasis' Business Generally**

48. Oasis is the market share-leading provider of legal funding and also works on

structured settlements across the United States.

49. After many years of sustained multi-million dollar annual investments in its customer and attorney relationships, employees and proprietary systems and information, Oasis has become one of the premier providers of legal funding in the United States with long term and highly valuable repeat business from its attorney relationships.

50. Oasis had previously been in the disability business as well, and Chodes' efforts to misappropriate that business was one of the reasons for his termination for cause. Also, Vena was still doing work related to disability business for Oasis at the time of his resignation.

**Oasis' Relationships with Customers and Attorneys**

51. Oasis' direct customers are litigation plaintiffs. However, critical to Oasis' business are relationships that Oasis develops with attorneys and legal professionals, with whom Oasis facilitates funding and revenue arrangements.

52. Although Oasis provides legal funding directly to the client (the litigation plaintiff), this arrangement is facilitated by the plaintiff's counsel, who also distributes the settlement proceeds from which Oasis is paid.

53. Knowing and interacting with the office personnel within a law firm, including paralegals and legal assistants, allows Oasis employees to build trust with the firm, deliver expedient service and become a valued brand and partner.

54. Oasis obtains customer leads in two primary ways. The first is through direct marketing.

55. Oasis has expended multiple millions of dollars on direct marketing advertisements on television and on the Internet.

56. Oasis' marketing expenditures exceeded \$10M in each of 2013, 2014 and 2015.

57. If a consumer sees such an advertisement and is in need of legal funding, that individual may reach out to Oasis directly or through his or her attorney.

58. Oasis stores the information it receives as result of direct marketing leads in its internally-developed proprietary database including highly valuable proprietary information which is then used for marketing and underwriting decisions.

59. This includes the identity of the attorneys whose clients reach out as a result of marketing efforts which is used to have further contact with and develop a relationship with the attorney.

60. Thus, Oasis' extensive advertising investment has enabled it to develop a database of attorneys likely to have cases with clients that need funding which is of considerable value to Oasis.

61. The second primary way that Oasis generates business is through direct contact with attorneys and law firms.

62. Oasis expends hundreds of thousands of dollars per year building awareness with attorneys and law firms as to why Oasis is a good choice for their clients and developing a network of attorneys who may recommend Oasis to their clients who seek legal funding.

63. Oasis invests significant sums on its Sales Directors and Case Managers to develop personal relationships with attorneys and law firms.

64. Oasis develops long-term relationships with attorneys and law firms through repeat contact and positive experience.

65. Many of Oasis's attorney/law firm relationships are the result of several years of repeated contact and positive business experience, and Oasis generally assigns one individual as the point person for each attorney/law firm contact.

66. Because Oasis generally assigns one individual as a point person, there is often a strong relationship between particular Oasis employees and their attorney/law firm contacts, and a large number of these relationships have existed for five years or more.

67. In 2016, almost 90% of dollars funded involved attorneys or firms that had previously done business with Oasis.

68. In 2015, over 85% of the dollars funded were with attorneys who had previously done business with Oasis.

69. Further, of those 2015 transactions, over half were with attorneys who had been doing business with Oasis for 5 or more years.

**Chodes and Signal Acknowledge Importance of Customer and Attorney Relationships in Legal Funding Industry**

70. Chodes and Signal have admitted to the importance of customer and attorney relationships in the legal funding industry.

71. Signal's website has a page devoted to marketing to attorneys directly, which states: "Sure, we're in the business of helping your clients get the legal funding they need, *but in doing so you become our customer as well. That relationship is extremely important to us at Signal Funding.*" Exhibit A (emphasis added).

72. In 2011, when Chodes was Oasis' CEO, he requested that FBR Capital Markets Corporation ("FBCM") issue a CIM to potential purchasers or investors.

73. The CIM was created at the behest of, and with the approval of, Chodes and contains several statements demonstrating the significant expense and effort that Oasis puts into its business, specifically the creation and maintenance of a large attorney network.

74. The CIM provides that Oasis' "significant investment in consumer marketing has raised awareness and mainstream acceptability of consumer legal finance with both plaintiffs and

attorneys. Oasis is the leading choice when attorneys recommend legal funding to their clients, with relationships with over 100,000 attorneys and referrals from over 11,000 legal professionals.”

75. The CIM states that: “it would be extremely difficult for a competitor to build the brand, relationships and platform required to meaningfully challenge Oasis’ leading market position.”

76. The CIM acknowledges that Oasis’ “large attorney network drives lower customer acquisition costs,” and points out that Oasis develops attorney relationships “directly to generate additional referral transactions.”

77. The CIM emphasizes the importance of attorney relationships and notes how valuable it is for Oasis to convert attorneys to regular referring relationships, as well as the importance of the sales team members’ work to foster strong working relationships with the attorneys.

78. Finally, Chodes’ biography in the CIM describes him as having “achieved his strategic vision ... by investing aggressively in branding and infrastructure, as well as building a large attorney referral network.”

**Oasis’ Proprietary Databases and Static Pool File**

79. To facilitate expedient processing of funding requests, Oasis has developed an internal system to evaluate attorney/law firm contacts.

80. This system is part of an overall database, which also includes detailed confidential information regarding: funding history, relationship history, law firm structure and personnel and their direct contact information and notes regarding the relationship.

81. Oasis stores detailed information regarding attorneys’ preferences and procedures in how to handle funding cases, which is of substantial value to Oasis in obtaining and maximizing

business and retaining relationships.

82. Oasis' detailed databases regarding attorney relationships have enabled Oasis to achieve significant efficiencies in approving or rejecting funding requests, with requests coming from attorney relationships having conversion rates four to six times greater than the conversion rates achieved through other sources.

83. Oasis maintains detailed information regarding nearly every transaction that it has ever funded over its 13-year history and keeps this information in a file that Oasis refers to as the "Static Pool File."

84. The Static Pool File contains a detailed analysis and record of every customer funding transaction, customer and attorney relationship of Oasis.

85. Oasis considers the information in the Static Pool File to be the lifeblood of the company.

86. The Static Pool File provides the data and analysis for making strategic decisions related to competitive pricing, marketing, operational efficiencies and investment decisions.

87. The Static Pool File also identifies essentially every client and attorney relationship with whom Oasis has ever done business, including the identities of high repeat sources of business.

88. Oasis has invested millions into maintaining the database structure and analysis tools contained in the Static Pool File.

89. No other company in Oasis' industry has access to a data resource as vast as what Oasis maintains.

90. The Static Pool File is of immeasurable value to Oasis, and would be invaluable to a startup with no asset performance history, pricing experience, track record, or market

intelligence relating to obtaining financing sources, competitive pricing, and economically targeting its marketing efforts. This information could be used to raise capital and financing that an otherwise unknown start up company could not do without a track record of asset performance. The Static Pool File is but one example of the confidential and proprietary information that Oasis maintains about its business, and Oasis also creates and maintains detailed information about transactions, budgets and business plans that would be of immeasurable value to competitors.

91. The Static Pool File could serve as essentially a “how to” manual for a startup that does not want to invest in the expensive efforts of market research and investment experience to build up a performing book of business.

**Oasis’ Forecasts and Financial Reports**

92. On a regular basis, Oasis also created forecast models, which were financial models that set forth expectations and forecasts for Oasis’ business’ going forward several years in the future, using various scenarios.

93. In February 2013, Chodes and Vena received from Oasis’ VP – Finance Rich Smolen a highly detailed forecast showing Oasis’ financial projections through the end of 2017. These financial forecasts showed not only Oasis’ historical performance, but also its expectations and other highly proprietary and confidential information relating to Oasis’ business, including its marketing spend.

94. Chodes subsequently disclosed this financial forecast to third parties, including within Signal, in an attempt to have financial forecasts built for his new venture.

95. Oasis’ financial forecast is of immeasurable value to Oasis, and would be invaluable to a startup with no asset performance history, pricing experience, track record, or market intelligence relating to obtaining financing sources, competitive pricing, and economically



targeting its marketing efforts. This information could be used to raise capital and financing that an otherwise unknown start up company could not do without a track record of asset performance. The financial forecast is another example of the confidential and proprietary information that Oasis maintains about its business, and it would be of immeasurable value to competitors.

96. Having the financial forecasts available would enable a competitor to determine what its financial expectations would be – what assets perform better than others, what levels of marketing spend would be valuable, what pricing structures are most effective, etc. All of this would give a competitor of Oasis a distinct competitive edge over Oasis.

97. In addition, as a shareholder of Oasis, Chodes received updated financial reports from Oasis. Chodes took these confidential financial reports and provided them to Signal.

98. Chodes also had discussions with Vena, who was the then-controller of Oasis, regarding interpretation of the financial reports. Chodes provided this information to Signal's investors, despite it not being publicly available information.

99. In conjunction with the financial forecasts, these financial reports could easily be used to assess how Oasis performed to expectations. This would enable Signal an inside view of Oasis' performance and allow Signal to make strategic business decisions with particular insight as to what was successful for Oasis and then seek to replicate that success.

#### **Oasis' Slide Decks**

100. At various times both during the time that Chodes was Oasis' CEO and after his termination for cause, Oasis created various slide decks for potential investors. These slide decks contain confidential and proprietary information about Oasis, including its business strategies, performance objectives, financial performance and projections, and other information that is prepared in a way to market Oasis to potential investors.

101. While some information in the slide decks is taken from public sources, the slide decks also contain financial calculations not publicly available. In addition, the design of the slide decks and the decision about how to best craft the slide decks and to present the information to investors is not publicly available. The slide decks are marked confidential and each potential investor to whom a slide deck is presented is required to execute a non-disclosure agreement promising not to distribute the slide decks.

102. Chodes was in possession of various slide decks relating to Oasis after his termination of employment from Oasis.

103. Chodes provided these slide decks to Signal personnel, to Signal's investors, and to other outside parties, all for the purpose of providing insight into Oasis' operations so that Signal could attempt to replicate Oasis' success.

**Oasis' Efforts to Maintain Confidentiality of Information**

104. The extensive database Oasis developed regarding attorney relationships, cases, clients, funding success rates, profitability, and repayment history, is of critical value to Oasis' success, as are the Static Pool File, the financial forecasts and reports, the CIMs and the slide decks.

105. Oasis has implemented reasonable efforts to maintain the secrecy of its confidential and trade secret information, including, but not limited to, requiring employees to execute nondisclosure agreements and limiting access by employees to the confidential information.

106. Oasis requires that all employees who have access to this information sign non-disclosure agreements with the company prohibiting them from using or disclosing this information.

107. Oasis stores the information regarding attorney relationships, cases, clients, funding success rates, profitability, and repayment history in a database can be accessed by using a validated password and log-in.

108. Oasis maintains the Static Pool File in a system that can only be accessed by the highest-level executives within the company, and it cannot be accessed by employees who do not meet that level of authority.

109. Oasis marked the CIMs and slide decks as confidential and required non-Oasis entities who were provided the CIMs and/or slide decks not to disseminate or distribute the materials.

110. Defendant Vena was one of the high-level executives who could access the Static Pool File, due to his clearance as the long-term controller of Oasis. Vena also had insight into Oasis' financial documents, including the financial forecasts and financial reports.

### **Defendants' Contractual and Fiduciary Obligations to Oasis**

#### **Defendant Chodes' Employment Agreement With Oasis**

111. From 2004 until June 26, 2013, Chodes was employed by Oasis, and was the CEO for the vast majority of that period.

112. On August 6, 2004, Chodes entered into the "Chodes Employment Agreement," which contained the following restrictions in Section 12:

Covenant Not to Compete or Interfere with Business. Executive agrees that while employed by the Company, Executive will not compete with the Company in any way, and that for three years after Executive's employment with the Company is terminated, Executive will not, directly or indirectly, individually or as a shareholder, investor, advisor, partner, member, manager, owner, director, officer, employee, consultant or agent of any corporation, partnership, limited liability company, or any other entity (A) engage in or become involved with any business that offers or provides the products or services in connection with law firm

financing, plaintiff funding or structured settlements that are competitive with those (i) offered by the Company or any of its Affiliates or (ii) which the Company or any of its Affiliates has taken substantial steps to enter into, (B) *solicit, induce, recruit or hire or attempt to solicit, induce, recruit or hire any employee of the Company or any Affiliate, or cause any employee of the Company or an Affiliate to leave the employ of the Company or any Affiliate*, or (C) induce or attempt to induce any customer, developer, client, member, contractor, supplier, licensor, licensee or other business relation of the Company or any of its Affiliates to cease doing business, reduce its business or not increase its business with the Company or such Affiliate or to not grant new business to the Company or such Affiliate, or interfere with the relationship between any such customer, developer, client, member, contractor, supplier, licensor, licensee or business relation and the Company or any of its Affiliates by making any negative statements or communications about the Company or any of its Affiliates; Executive agrees and acknowledges that the restrictions set forth in this Section 12 are fair, reasonable and necessary to protect the legitimate business interests of the Company and Executive, that adequate consideration has been received by Executive for such obligations, and that these obligations do not and will not prevent Executive from earning a livelihood.

See Exhibit B, p. 6 (emphasis added).

113. The Chodes Employment Agreement prohibits Chodes from using or disclosing any Confidential Information of Oasis for a period of five years after the termination of his employment. Id. at pp. 4-5.

114. The Chodes Employment Agreement also required him to “deliver to the Company all papers, books, manuals, lists, correspondence, documents and materials relating to Confidential Information and any Work Product (as hereinafter defined) of the Company, together with all copies and embodiments of all of the foregoing including, without limitation, electronically stored records, databases, programs, computer disks and computer software, irrespective of whether Executive created the same or was involved with the same.” Id.

115. The Chodes Employment Agreement provides that Oasis is entitled to injunctive or other relief to prevent any violations without the requirement of posting a bond.

116. Chodes received significant consideration for these post-employment restrictions in the Chodes Employment Agreement in the form of several years of continued employment following the execution of the Agreement, as well as other good and valuable forms of consideration.

117. At the time of his termination for cause, Chodes' base compensation from Oasis was slightly under \$600,000 per year.

118. On June 26, 2013, Oasis terminated Chodes' employment for cause.

119. Chodes' obligations under Section 12 of the Chodes Employment Agreement ran until June 26, 2016.

120. Chodes' obligations not to use or disclose and to return Confidential Information of Oasis remain in effect.

**Defendant Chodes' Status as a Shareholder of Oasis**

121. While Chodes' employment with Oasis terminated on June 26, 2013, he remained a shareholder of Oasis through individual ownership of Oasis shares, as well as through shares owned by Oasis Legal Funding Group ("OLFG"), a company in which Chodes has a majority ownership.

122. On June 30, 2011, Chodes, on behalf of himself and on behalf of OLFG, entered into the HoldCo Agreement.

123. The HoldCo Agreement contains a provision which prohibited OLFG and its Affiliates, during the term of the HoldCo Agreement, from, "without the prior written consent of the Investor Members (to be given or withheld in the Investor Members' sole discretion), enter[ing] into any agreement relating to the Operating Company Business or the Other Lines of Business pursuant to which it originates, sources, or sells assets to any third party or any other

agreement that would cause Oasis Group or its Affiliates to compete with or otherwise be adverse to the Operating Company Business, the transactions contemplated by this Agreement, the Master Purchase Agreement, the Master Servicing Agreement or the Laminar Credit Agreement.” Exhibit C, at p. 49.

124. The HoldCo Agreement prohibited Chodes from entering into a business competitive with Oasis while the HoldCo Agreement remained in place, due to Chodes’ status as majority shareholder of OFLG.

125. Chodes received consideration in exchange for the shareholder restrictions contained in the HoldCo Agreement, in the form of membership interests in Oasis Legal Finance Holding Company LLC (“HoldCo”), both personally and as part of his ownership interest in OLFG, as well as other good and valuable forms of consideration.

**Beauchamp’s Employment With Oasis and Agreement with Oasis.**

126. Beauchamp began working for Oasis in 2008 as a Sales Director.

127. As a Sales Director, Beauchamp was responsible for establishing and maintaining relationships with attorneys, and for reviewing and approving funding requests from attorneys or litigants. Additionally, Beauchamp supervised and directed two Case Managers.

128. In or around September 2015, Beauchamp was promoted to Senior Sales Director.

129. In his employment with Oasis, Beauchamp regularly utilized Oasis’ database containing proprietary, confidential, and trade secret information to perform his job duties, including examining potential attorneys to target based on past experience.

130. Beauchamp also regularly reviewed other trade secret information relevant to methods used by Oasis to secure deals with its clients, including but not limited to specific client lists and profiles identifying the company’s best leads.

131. During his employment with Oasis, Beauchamp was trained in, and informed of, important business plans and strategies including internal underwriting policies and procedures which Oasis developed over more than 13 years and with considerable financial risk to evaluate a potential funding transaction.

132. This training included proprietary techniques regarding the evaluation of attorney relationships and to which attorneys to target marketing and also how to evaluate underwriting risk for attorneys.

133. Oasis also trained Beauchamp in and informed him of confidential marketing strategies and plans and the ways in which Oasis was targeting its efforts.

134. Beauchamp had access to financial goals and projections of the Company such as monthly sales goals as well as daily reports regarding Oasis' customer transactions and the sales success of his fellow Oasis employees.

135. Beauchamp also became aware of the contractual obligations Oasis' sales employees agreed to with Oasis through discussions with the sales team about the revised agreement that he and other directors signed in exchange for additional consideration including a signing bonus, as well as being informed of Oasis' requirement for having non-competition agreements when he was hired by Oasis in 2008.

136. At the time of his resignation, Beauchamp was responsible for numerous important attorney relationships, and was responsible for approving or sending for approval several millions of dollars in legal funding transactions for Oasis in 2016.

137. Beauchamp was one of the top generating Sales Directors at Oasis.

138. Beauchamp earned in excess of \$200,000 in compensation annually.

139. Beauchamp entered into an agreement with Oasis on September 9, 2013

("Beauchamp Agreement").

140. The Beauchamp Agreement contains the following restrictive covenants in Section 5:

Employee agrees that during Employee's employment with the Company and for a period of **one (1) year** after the end of Employee's employment with the Company, for any reason whatsoever, Employee will not, within the United States of America, without the prior written consent of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity (i) recruit or hire any employee of the Company or otherwise attempt to solicit or induce any employee, independent contractor or agent of the Company to terminate his, her or its relationship with the Company; (ii) solicit, call upon, contract with, sell to, service, aid, or assist any Company Customers, Referral Sources or Attorney Relationships with respect to **only** Company Products or Services, nor will Employee supervise anyone else in soliciting, calling upon, contracting with, selling to or servicing any Company Customers, Referral Sources or Attorney Relationships with respect to **only** Company Products or Services; (iii) engage in any work or activity that involves a product, system, apparatus, service or development which is competitive with or similar to Company Products or Services with which Employee worked or with respect to which Employee obtained Confidential Information while employed by the Company, where Employee's duties involve any level of strategic input; or (iv) accept a position of employment with any Referral Source or Attorney Relationship of the Company which is the same or substantially similar to any position Employee held with the Company during the last twelve (12) months of Employee's employment with the Company. Employee agrees and acknowledges that the activity, geographic and temporal scope of the restrictions of this section are reasonable, necessary for the protection of legitimate business interests of the Company, and will not prohibit Employee from being able to obtain meaningful employment during the restricted period.

Exhibit D, p. 2.

141. "Company Customers" is defined in the Beauchamp Agreement as "(a) each and every customer who has conducted business with the Company within the two (2) year period



immediately preceding the date of Employee's termination (the "Look Back Period"), and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (b) each and every entity which was a prospective customer of the Company and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of the business of such entity, at any time during the Look Back Period. Id.

142. "Referral Sources" is defined in the Beauchamp Agreement as "(i) each and every entity from whom the Company has received referrals with regard to Company Products or Services at any time during the Look Back Period, and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (ii) each and every entity that is a potential source of referrals for business and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period." Id.

143. "Attorney Relationships" is defined in the Beauchamp Agreement as "(i) each and every attorney, paralegal, or attorney staff member with whom the Company has done business, either directly or indirectly through the attorney's client(s), at any time during the Look Back Period, and about whom Employee had gained Confidential Information . . . or with whom Employee had personal contact during Employee's employment; (ii) each and every attorney, paralegal or attorney staff member to whom Employee submitted or assisted in a proposal for services, either to that attorney, paralegal, or attorney staff member directly or to that attorney's client, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period." Id. at p.3.

144. "Company Products or Services" is defined in the Beauchamp Agreement as

“products or services which are similar to, compete with, or can be used for the same purposes as products or services sold or offered to be sold by, or, to Employee's knowledge, in development at the Company, at any time during Employee's employment at the Company, including, without limitation, law firm financing, commercial litigation financing, plaintiff funding or structured settlements businesses.” Id.

145. The Beauchamp Agreement also provides that Beauchamp will not use or disclose any Confidential Information of Oasis.

146. The Beauchamp Agreement states that Beauchamp would return Oasis' property immediately upon termination of his employment.

147. It also provides that Oasis is entitled to injunctive relief without having to post a bond, and that if Oasis successfully brings litigation against Beauchamp for breach of the restrictive covenant provisions, Oasis is entitled to recovery of its' reasonable attorneys' fees. Id. at pp. 1-3.

148. Beauchamp received substantial consideration for the execution of the Beauchamp Agreement, in the form of several years of continued employment following his execution of that agreement, during which we continually made in excess of \$100,000 annually, and in the form of a signing bonus of \$1,000.

**Scott's Employment with Oasis and Agreement with Oasis.**

149. Scott began working for Oasis in 2010 as a Case Manager.

150. In 2014, Scott was promoted to Sales Director, and became responsible for establishing and maintaining relationships with attorneys, and for reviewing and approving funding requests from attorneys or litigants.

151. As Sales Director, Scott was responsible for managing and directing Case

Managers.

152. At the time of his resignation, Scott was responsible for numerous important and often long-term attorney relationships, and responsible for approving several millions of dollars in legal funding transactions for Oasis, in 2016.

153. In 2016, he was making in excess of \$100,000 in compensation annually.

154. During his employment with Oasis, Scott was trained in, and informed of, important business plans and strategies including internal underwriting policies and procedures which Oasis developed over more than 13 years and with considerable financial risk to evaluate a potential funding transaction.

155. Oasis also trained Scott in and informed him of confidential marketing strategies and plans and the ways in which Oasis was targeting its efforts.

156. Scott had access to financial goals and projections of the Company as well as daily reports regarding Oasis' customer transactions and the sales success of his fellow Oasis employees.

157. Scott entered into a restrictive covenant agreement with Oasis on November 19, 2010 ("Scott Agreement").

158. The Scott Agreement contains the following restrictive covenants in Section 4:

During my employment with the Company and for a period of Two (2) years after my employment is terminated ("Post-Employment Period") by the Company or by me for any reason, with or without cause, I will not, without the prior written consent of the Company, directly or indirectly, Individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity (i) recruit or hire any employee of the Company or otherwise attempt to solicit or induce any employee to leave the employment of the Company; (ii) solicit, induce or provide or attempt to solicit or induce any product or

services to any client or Prospective Client of the Company which is competitive in any manner with the products or services which the Company may provide to such clients, regardless of whether or not the Company has or is now selling such products or services; (iii) engage in or contribute any Confidential Information to any work or activity during the Post-Employment Period that involves a product, system, apparatus, service or development which is then competitive with or similar to a product, system, apparatus, service or development on which I worked or with respect to which I had access to while at the Company; or (iv) accept a position of employment with any client or Prospective Client of the Company which is the same or substantially similar to my current position with the Company. Following the expiration of the said one (2) year period, I shall continue to be obligated under Paragraphs 2 and 3 of this Agreement. For purposes hereof, Prospective Client shall mean any person, firm or entity which has been in contact with any employee or agent of the Company regarding the products and services of the Company during the then immediately preceding twelve-month period.

Exhibit E, pp. 1-2.

159. The Scott Agreement also provides that Scott will not use or disclose any Confidential Information of Oasis, and that Oasis is entitled to injunctive relief. Id. at pp. 2.

160. Scott received substantial consideration for the execution of the Scott Agreement, in the form of several years of continued employment following his execution of the agreement.

**Olsen's Employment with Oasis and Agreement with Oasis.**

161. Olsen served as Oasis' Chief Marketing Officer Olsen until his resignation on July 10, 2014.

162. During his employment with Oasis, Olsen was trained in, and informed of, important business plans and strategies including internal underwriting policies and procedures which Oasis developed over more than 13 years and with considerable financial risk to evaluate a potential funding transaction.

163. Oasis also trained Olsen in, and informed him of, confidential marketing strategies and plans and the ways in which Oasis was targeting its efforts.

164. Olsen had access to financial goals and projections of the Company as well as daily reports regarding Oasis' customer transactions and the sales success of his fellow Oasis employees.

165. Olsen entered into a restrictive covenant agreement with Oasis on February 3, 2014 (the "Olsen Agreement").

166. The Olsen Agreement contains the following restrictive covenants in Section 5:

Employee agrees that during Employee's employment with the Company and for a period of two (2) years after the end of Employee's employment with the Company, for any reason whatsoever, Employee will not, within the United States of America, Canada or Puerto Rico, without the prior written consent of the Chief Executive Officer of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity (i) recruit or hire any employee of the Company or otherwise attempt to solicit or induce any employee, independent contractor or agent of the Company to terminate his, her or its relationship with the Company; (ii) solicit, call upon, contract with, sell to, service, aid, or assist any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services, nor will Employee supervise anyone else in soliciting, calling upon, contracting with, selling to or servicing any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services; (iii) engage in any work or activity that involves a product, system, apparatus, service or development which is competitive with or similar to Company Products or Services with which Employee worked or with respect to which Employee obtained Confidential Information while employed by the Company, where Employee's duties involve any level of strategic input; (iv) accept a position of employment with any Referral Source or Attorney Relationship of the Company which is the same or substantially similar to any position Employee held with the Company during the last twelve (12) months of Employee's employment with the Company; or (v) engage in any advocacy projects, including for or on behalf of, but not limited to, the U.S. Chamber of Commerce, another business trade association, an insurance company or an insurance industry trade association, which are adverse to the interests of the

Company. Employee agrees and acknowledges that the activity, geographic and temporal scope of the restrictions of this section are reasonable, necessary for the protection of legitimate business interests of the Company, and will not prohibit Employee from being able to obtain meaningful employment during the restricted period. Employee further acknowledges that adequate consideration has been received by Employee for these obligations.

Exhibit F at pp. 2-3.

167. The definitions of the terms “Company Customers”, “Referral Sources”, “Attorney Relationships”, and “Company Products and Services” in the Olsen Agreement are identical to those set forth in the Beauchamp Agreement. Compare Exhibit F, at pp. 3-4, with Complaint Paragraphs 141-144.

168. The Olsen Agreement provides that Olsen will not use or disclose any Confidential Information of Oasis.

169. It also states that he would return Oasis’ property immediately upon termination of his employment for any reason.

170. The Olsen Agreement also provides that Oasis is entitled to injunctive relief without having to post a bond, and that if Oasis successfully brings litigation against Olsen for breach of the restrictive covenant provisions, Oasis is entitled to recovery of its’ reasonable attorneys’ fees. Exhibit F, at pp. 2, 6.

171. Olsen received substantial consideration for the execution of the Olsen Agreement, in the form of a signing bonus of \$10,000.

**Defendant Vena’s Employment with Oasis and Agreement with Oasis.**

172. Prior to Oasis notifying Vena that it was accepting his resignation effective immediately as of the late evening of October 23, 2016, Vena had worked at Oasis for approximately twelve years, with the majority of that time as the company’s Vice President and Controller.

173. As Vice President and Controller of Oasis, Vena was intimately familiar with, and also had access to as Oasis' long-term controller, all aspects of Oasis' business, including but not limited to its strategic plans, revenues, financial records, customer and attorney relationships.

174. During his employment with Oasis, Vena was trained in, and informed of, important business plans and strategies including internal underwriting policies and procedures which Oasis developed over more than 13 years and with considerable financial risk to evaluate a potential funding transaction.

175. Oasis also trained and educated Vena in and informed him of confidential marketing strategies and plans and the ways in which Oasis was targeting its efforts.

176. Vena had access to financial goals and projections of the Company as well as daily reports regarding Oasis' customer transactions and the sales success of his fellow Oasis employees.

177. Vena entered into a restrictive covenant Agreement with Oasis on January 31, 2014 ("Vena Agreement", Exhibit G).

178. The Vena Agreement contains the exact same restrictive covenants as the Olsen Agreement, and the same definitions of the terms "Company Customers", "Referral Sources", "Attorney Relationships", and "Company Products and Services". Compare Exhibit G with Exhibit F, at pp. 2-4.

179. The Vena Agreement provides that: Vena will not use or disclose any Confidential Information of Oasis.

180. It also states that he would return Oasis' property immediately upon termination of his employment for any reason.

181. The Vena Agreement also provides that Oasis is entitled to injunctive relief

without having to post a bond, and that if Oasis successfully brings litigation against Vena for breach of the restrictive covenant provisions, Oasis is entitled to recovery of its' reasonable attorneys' fees. Exhibit G, at pp. 2, 6.

182. Vena received substantial consideration for the execution of the Vena Agreement, in the form of several years of continued employment following his execution of that agreement, as well as a signing bonus of \$10,000.

183. At the time of his resignation, Vena was one of the highest compensated employees at Oasis, with total compensation targets well in excess of \$200,000 in 2016.

**Defendant Vena's Promissory Note with Oasis.**

184. Vena entered into a promissory note with Oasis on April 20, 2012 ("Vena Promissory Note", Exhibit H).

185. The Vena Promissory Note provides that Vena will pay Oasis \$75,000 "together with interest in arrears on the unpaid principal balance at the rate of two percent (2%) per annum in the manner provided below, commencing on the date hereof and continuing through and including April 20, 2015 ('Maturity Date') or until all payments hereunder are paid in full, whichever is the first to occur."

186. The Vena Promissory Note provides further that:

Upon the occurrence of any Event of Default hereunder, Payee, in its sole discretion, may (i) declare the entire unpaid principal balance of this Note, together with all accrued interest thereon, immediately due and payable without any notice and regardless of any prior forbearance; (ii) require Maker to immediately remit to Payee any Forgiveness Amount previously issued to Maker, which remittance shall not exceed the sum of Ten Thousand Dollars (\$10,000); (iii) deduct any unpaid amounts of principal and interest from Maker's final paycheck; and (iv) exercise any and all rights and remedies available to Payee under applicable law, including, without limitation, the right to collect from Maker all amounts due under this Note. Maker shall pay all reasonable costs and expenses



incurred by or on behalf of Payee in connection with Payee's exercise of any or all of its rights and remedies under this Note, including, without limitation, reasonable attorneys' fees.

187. Under the Vena Promissory Note, "Events of Default" included, among other events: (a) Vena's engaging in "conduct that is dishonest, fraudulent, illegal or unethical in relation to his employment with" Oasis's business; and (b) Vena's voluntary separation from employment with Oasis.

**Defendants' Unlawful Conduct Directed Towards Oasis and Its Employees**

**Chodes Is Terminated by Oasis in 2013 for Cause and Declares "War" on Oasis**

188. On June 26, 2013, Chodes' employment was terminated for cause following an investigation by Oasis into potential misconduct.

189. Oasis determined that Chodes had engaged in willful neglect or willful misconduct in the performance of his duties which resulted in material harm to the business and reputation of Oasis.

190. Oasis also identified that he had further engaged in the intentional failure to perform duties assigned to him by the Board of Directors, including the return of significant amounts of confidential and proprietary information Chodes arranged to have downloaded on a hard drive a few months prior to his termination for cause.

191. Following his termination for cause, Chodes remained a shareholder in Oasis, both individually and through OLFG.

192. As a shareholder, Chodes owed certain fiduciary duties to Oasis.

193. After his termination cause, and in the three years since, Chodes has engaged in a series of actions against Oasis, its Members, its officers (including current CEO Ralph Shayne ("Shayne")), and its affiliates, demonstrating his animosity towards Oasis and those affiliated with

it.

194. This has included threatening and filing administrative charges, lawsuits and arbitration proceedings against Oasis, Shayne, and other Oasis related entities and individuals; sending harassing and threatening letters to Managers of Oasis; posting articles on the internet disparaging certain Managers of Oasis; and contacting or encouraging former employees to induce them to file lawsuits against Oasis.

195. As one example of the animosity Chodes has exhibited against Oasis and those affiliated with it since 2013, in October 2015, Chodes initiated an email exchange with Mark Filler (“Filler”) (a former Manager of Oasis), who oversaw a charity to prevent drug abuse in teenagers.

196. Oasis made a \$250 donation to Filler’s charity, and some Oasis employees participated in a 5K run to support the charity.

197. In his emails to Filler, Chodes accused Filler of having a conflict of interest by taking the charitable contribution from Oasis and threatened litigation against Filler.

198. During the email exchange, Chodes made several inflammatory and disparaging remarks regarding Oasis and Shayne.

199. Chodes further stated to Filler that he believed “[b]usiness is war, and your recent alignment with fellow Oasis Group Members Michael Pekin and Ralph Shayne is a form of corporate ‘treason.’”

**Chodes’ Misappropriates and Refuses to Return Oasis’ Confidential Information**

200. Prior to his termination for cause in 2013, Chodes arranged for the copying of Oasis’ confidential and proprietary information onto a hard drive that Chodes retained.

201. These files included Chodes’ and other employees’ complete e-mail archives and contained extraordinary volumes of Oasis confidential company communications and confidential,

proprietary and valuable materials relating to, among other things, detailed financial, payroll, and marketing information, as well as portfolio analyses with lists and analyses of the company's customers and attorney relationships.

202. Based upon documents received by Oasis as part of its settlement with Signal, Chodes possessed and retained a vast number of documents relating to Oasis' business, including the CIM from 2012, various slide decks, financial forecasts and other confidential and proprietary information of Oasis.

203. At some point after his termination, Chodes obtained copies of other Oasis confidential information, including a 2015 slide deck and 2015 CIM relating to Project Kodiak. Chodes was not authorized to receive these materials.

204. Oasis has made repeated demands to Chodes to return all Oasis property containing Confidential Information, including this hard drive, and Chodes has repeatedly refused to do so, providing him with an unfair competitive advantage in his new competitive start-up.

205. By taking and refusing to return this information, Chodes has violated his restrictive covenants in the Chodes Employment Agreement.

206. A substantial amount of this information was retained in Chodes' personal email account, yet Chodes never provided these documents as part of the repeated requests to return this information.

207. By taking and refusing to return this information, Chodes is also improperly misappropriating Oasis' confidential and trade secret information.

**Chodes Establishes a Business to Directly Compete with Oasis.**

208. On July 1, 2016, Chodes chartered Signal.

209. However, Chodes commenced competitive activities relating to Signal well before

July 1, 2016.

210. As early as January 22, 2016, Chodes began distributing and disseminating Oasis' forecast model to third parties (including an individual named Dan Kraut) in hopes of developing a competing consumer legal funding business. Chodes informed Mr. Kraut that he working on a "de-novo legal funding business" that "would be similar to Oasis." Exhibit I. Chodes also states that he had two investor groups interested in backing him on this venture. Id.

211. In March 2016, Chodes and Olsen began working on slide decks for Chodes' new "legal funding business," which at that time Chodes referred to as "Star Legal." Chodes and Olsen used Oasis' pre-existing slide decks which Chodes possessed as templates for the "Star Legal" slide decks. At this time, Chodes was also constantly in contact with principals of 777 Partners and SuttonPark Capital (namely Joshua Wander ("Wander") and Steve Pasko ("Pasko")) regarding Star Legal, which was subsequently re-titled as "Signal Funding."

212. In April 2016, Signal, through Olsen, set up its initial website, signalfunds.com, the URL used in a number of e-mail solicitations to Oasis employees.

213. There is no question that Signal was founded to be a competitor of Oasis. Signal's website advertises Signal as "specializ[ing] in legal funding...." Exhibit J.

214. The "Star Legal" and "Signal Funding" slide decks also clearly establish that Chodes and his investors were seeking to establish a company in competition with Oasis.

215. Signal's website also states that Signal offers pre-settlement litigation funding for all types of personal injury cases. These activities are in the same market as, and directly compete with, Oasis' business.

216. Signal lists on its website the types of cases it funds, showing that they specialize primarily in personal injury cases.

217. By commencing a competing company while still bound by his non-competition provisions in the Chodes Employment Agreement, and while still a shareholder of Oasis, Chodes violated both contractual and fiduciary obligations he owed to Oasis.

218. Chodes' activities went far beyond preparatory work. He created models and slide decks that were presented to investors, and, as shown below, he began recruiting his "team" from Oasis and approaching individuals outside of Oasis several months before his non-competition provisions expired.

219. Furthermore, by sharing Oasis' confidential and proprietary information in his efforts to commence a competing company, including Oasis' financial forecasts, Oasis' slide decks and CIMs, Chodes misappropriated Oasis' trade secrets. Chodes disseminated this information to multiple individuals, including but not limited to Kraut, Wander, Pasko, Olsen and Jafri, for the purpose of putting together documents to establish a company that would directly compete with Oasis.

220. By registering a website for a competing business, at the behest of Chodes, Olsen violated the terms of the restrictive covenants in the Olsen Agreement.

**Chodes, Signal, Habel, Olsen, and Jafri Begin Soliciting  
Oasis Employees for Chodes' New Venture**

221. At some point prior to July 1, 2016, Chodes hired Olsen to work for his new business venture.

222. Olsen was Oasis' former Chief Marketing Officer who resigned on July 10, 2014.

223. Olsen was still bound by his non-competition provisions until July 10, 2016.

224. Chodes also hired Jafri to be Signal's Vice President of Operations and Jafri represented herself to be OGD's Vice President of Operations.

225. In recruiting efforts towards Oasis employees, Jafri consistently represented

herself as being affiliated with Signal, not just OGD.

226. Starting in March and April 2016, Defendant Chodes, along with Habel, Olsen, and Jafri, began aggressively soliciting Oasis' top performing salespeople, as well as other personnel, for Chodes' new competitive venture.

227. Chodes contacted Oasis' top employees directly, and also directed Habel, Olsen, Jafri, and later Beauchamp (even while Beauchamp was still employed by Oasis) to initiate communications with other then-current employees of Oasis.

228. Indeed, Chodes received a copy of Beauchamp's employment agreement with Oasis sent to his Gmail account from Charles Miles on April 29, 2016, with the email's subject being "Found It (Confidential)". Chodes then sent Beauchamp's employment agreement to Jafri on August 3, 2016 – more than two months prior to Beauchamp's resignation from Oasis.

229. Chodes' practice was to contact Oasis employees on their personal phones or personal emails.

230. To do this, he likely used information obtained from either Oasis documents he retained or information provided by Habel, Olsen, and Beauchamp.

231. In addition, Habel and Jafri consistently reached out to Oasis employees through LinkedIn and Facebook for the purposes of recruiting them for Signal.

232. In the spring of 2016, while bound by the terms of the restrictive covenants in the Chodes Employment Agreement and the HoldCo Agreement, Chodes contacted several Oasis employees, including Beauchamp, Jonathan Feldman ("Feldman"), David Graubart ("Graubart") and Ila Mellul ("Mellul"), regarding a new business he was creating and inquiring about their interest in joining him at that business. Beauchamp, Feldman, Graubart and Mellul were among the highest performing Sales Directors at Oasis.

233. In March of 2016, Chodes began recruiting Oasis' top sales employees, both individually and together to work with him for Signal.

234. Chodes arranged individual meetings with Oasis' top sales employees at his house to pitch them on leaving Oasis to join his competitive legal funding venture.

235. Chodes also arranged a meeting at his home that was attended by Beauchamp, Feldman, Graubart and Mellul, in March or early April, to recruit them to join him in his new company.

236. During this meeting, Chodes told these individuals he would offer them higher pay, the possibility of equity and that there would be advantages to them if they were among the first to join him.

237. When asked about their restrictive covenant agreements with Oasis, Chodes indicated that they were unenforceable and that Signal would take care of and indemnify them for any legal problems with Oasis.

238. After this meeting, and again in approximately March or April 2016, Chodes invited several Oasis employees, including Beauchamp, Feldman, Graubart and Mellul, to a dinner at Hugo's Frog Bar & Chop House in Des Plaines, Illinois near the Oasis offices, which took place on April 22, 2016.

239. The purpose of the meeting was to introduce the recruited employees to Chodes' investors, Wander and Pasko.

240. Chodes, Olsen, Wander and Pasko, made a pitch to the employees in an effort to entice them to leave Oasis and join Chodes' new business venture – now known as Signal Funding.

241. When one of the Oasis employees again pointed out that there were restrictive

covenants between them and Oasis, Chodes assured the Oasis employees that the agreements were unenforceable and that nothing prohibited them from coming to work for Chodes' new company and that they would cover legal expenses if Oasis sought to enforce the agreements.

242. The meeting at Hugo's Frog Bar was without question for the purpose of establishing a business to compete with Oasis. In addition to inviting Wander and Pasko, Chodes invited Barb Wolf and Charles Miles – two other individuals whom Chodes had contacted about joining him in his new competing venture.

243. Notably, Chodes had previously sent Ms. Wolf Oasis' slide decks and CIMs, and requested her to sign a non-disclosure agreement, demonstrating the confidential and proprietary nature of the information Chodes provided to her.

244. Originally, the dinner was scheduled to take place at Gibson's Steakhouse in Rosemont, Illinois, but Chodes moved the location out of fear that someone at Oasis would accidentally learn of the meeting.

245. When discussing the meeting with Signal's investors, Chodes repeatedly referred to this meeting as a chance for the investors to meet "his new team" and that this would be a good "tryout" for the team.

246. Following this dinner at Hugo's Frog Bar, Chodes, Olsen, Habel and Jafri continued to reach out to Oasis employees, soliciting them to quit Oasis and come to work for his new competing business.

247. Chodes also invited several Oasis employees and held meetings with those employees at his personal residence, which, upon information and belief, was his business' headquarters at that time.

248. Upon information and belief, Olsen, Habel and Jafri were present for several



meetings held between Chodes and Oasis employees whom Chodes, Olsen, and/or Jafri had solicited for employment with Signal.

249. When one employee, Feldman, expressed resistance and reluctance to Chodes' solicitations in August 2016, in part because of the restrictive covenants, Chodes presented him a written offer that promised compensation approximately 50% higher than the employee's Oasis compensation, offered to pay him for up to 18 months if he was prohibited from working for Signal due to the successful enforcement of any existing non-compete, offered equity in Signal, and offered to pay out of pocket costs of litigation, penalties/fines, or judgments awarded due to any violation of the non-compete agreement the employee had with Oasis.

250. Chodes also offered to provide Feldman with financial resources and legal representation if Oasis sued to enforce the non-competition agreement and for any time Feldman was subject to an injunction.

251. Upon information and belief, Chodes made similar offers to several, if not all, of the Oasis employees whom he and the other Defendants solicited on behalf of Signal.

252. When Feldman declined to leave Oasis and join Signal, despite these inducements, Chodes became abusive, telling Feldman to "grow some balls," and then subsequently left him a voicemail derisively informing him that a local store was having a lingerie sale.

253. Even after the filing of the lawsuit, Chodes continued to call Feldman and has told him that he will not stop until Feldman joins Signal.

**Chodes and Signal Host "Fundraiser" to Solicit Oasis Employees**

254. In mid-August 2016, Chodes, Olsen, Jafri, and Habel continued soliciting Oasis employees, including employees located both within and outside of Illinois, and invited them to a

cocktail function on August 23, 2016 at Gibson's Steakhouse in Rosemont, Illinois.

255. The location was designed to provide maximum disruption to Oasis employees by being located less than 1/4 mile from Oasis' offices, and only a five minute walk from those offices.

256. The cocktail function was portrayed as a fundraiser for presidential candidate Gary Johnson.

257. However, Habel informed at least one Oasis employee that the fundraising event was a cover, and that the true intent of the function was for Chodes, Olsen, Habel, and Signal to establish contact with and solicit Oasis employees for Signal.

258. Certain versions of the invitation to the fundraiser make no mention of Gary Johnson at all, but prominently feature a picture of Gary Chodes. Exhibit K.

259. This invitation also prominently shows emails addresses for Habel, Olsen and Jafri with a signalfunds.com domain. Id.

260. Upon information and belief, Gary Johnson was not in the Chicago area at the time of the fundraiser that Chodes and Signal were purportedly hosting on his behalf.

261. On or about August 22, 2016, Oasis learned of this event, and through counsel, sent cease and desist letters to Chodes, Olsen and Habel reminding them of the existence of the restrictive covenant agreements between Oasis and its employees.

262. The letters also indicated that, if Chodes, Olsen, and Habel continued to solicit Oasis employees to join Signal, Oasis would seek to enforce its rights under the law. Exhibit L.

263. Chodes and the others disregarded these letters and went forward with the event.

264. Oasis believed that its employees did not attend.

**Beauchamp and Scott Simultaneously Resign and Go to Work For Signal**

265. On Wednesday, October 5, 2016, Beauchamp and Scott tendered their resignations to Oasis.

266. After receiving Beauchamp's and Scott's resignations, Oasis sought to determine whether they were going to work for Signal, in potential violation of the terms of their respective agreements.

267. On October 11, 2016, Oasis, through counsel, sent letters to Beauchamp and Scott reminding them of their post-employment obligations and asking for confirmation that they would not be accepting employment with Signal. Exhibit M.

268. On October 14, 2016, Beauchamp and Scott responded to this letter, through counsel, refusing to identify their new employer and stating that "We do not believe that the restrictive covenants contained in the employment agreements that Mr. Beauchamp and Mr. Scott signed with Oasis are enforceable and we do not believe that there has been any violation of the terms of those agreements." Exhibit N.

269. Upon information and belief, both Beauchamp and Scott received offers from Signal that included promises of payment of legal fees and judgments in the event of Oasis seeking to enforce the covenants in their employment agreements, as well as promises that Signal would continue to pay their salaries if Oasis were to obtain an injunction against them.

**Beauchamp Misappropriates Oasis' Confidential Information**

270. On October 5, 2016, the date that Beauchamp resigned from Oasis, he emailed a highly confidential list of his current transactions which identified his top attorney accounts to his personal email account.

271. This list contained detailed proprietary information about the amount of funding, the individual receiving the funding, the attorney representing that individual, and how Oasis

obtained this business as well as other confidential information.

272. This evidence contradicts the statements made in the October 14, 2016 letter from Beauchamp's counsel to Oasis' counsel (see Exhibit N), where Beauchamp alleges that there has been no violation of the express terms of the Beauchamp Agreement.

273. To the contrary, by the time that letter was written, Beauchamp had taken Oasis' confidential and proprietary information, in the form of his pending funding list, in direct contravention of the terms of the Beauchamp Agreement.

**Vena Resigns and Accepts Employment with Signal**

274. On Friday, October 21, 2016, Vena, Oasis' long-term Vice President and Controller, who had been with the company for more than 11 years, tendered his resignation to Oasis.

275. Oasis believed that Vena was a trusted loyal employee working to preserve Oasis' business and workforce against Signal's attack.

276. However, while Oasis was trusting Vena with its most secret information, including about how Oasis intended to address the attacks, Vena was concurrently in discussions with and helping Signal, without disclosing these facts to Oasis—a direct violation of his fiduciary duties.

277. In addition, as part of the documents Oasis received from Signal as part of its settlement with Signal, Oasis discovered that Chodes and Vena were discussing Oasis' financial reports and status, and that Chodes was passing this information on to Signal's investors.

278. Vena met with Debbie McKean, Oasis' Chief Marketing Officer and Colin Lawler, another Oasis executive, on Friday, October 21, 2016.

279. During this meeting, Vena told Ms. McKean that Vena was resigning and that he

knew when he left for vacation on October 14 he knew he would not be coming back to Oasis.

280. Vena also indicated that he was going to work with Chodes and Beauchamp and that he knew there was risk in doing so.

281. By accepting employment with or performing work for Signal and/or Signal's investors, Vena violated the terms of the Vena Agreement.

**Vena Takes Confidential Information in Violation of Contractual and Fiduciary Obligations**

282. A review of Vena's conduct in his final days of employment reveals a pattern of suspicious conduct that demonstrates that Vena was acting as another "inside man" for Signal.

283. On the morning of October 10, 2016, Vena informed Oasis that he would be out of the office the entire week of October 17 to October 21.

284. That same morning, Vena received a call from Chodes on his Company phone.

285. He then began reviewing some of the Company's most confidential documents, including the most recent versions of the Static Pool File, and employee personnel records.

286. Also on that same day, at approximately 1:29 p.m., Vena attached an external storage device to his Oasis computer.

287. Forensic records show that Vena had never previously attached this device to that particular computer.

288. Almost immediately after attaching this external storage device, Vena began opening several Oasis files, including the Static Pool File, which he opened in Excel approximately 10 minutes after attaching the external storage device.

289. Upon information and belief, all of these activities were done after Vena knew that he was going to be resigning from Oasis and taking a position with Chodes and Signal.

290. Prior to October 10, Vena had only introduced two external storage devices to his

Oasis computer – one for the first time on August 9, 2016, and the other for the first time on August 16, 2016.

291. Forensic reports show that on October 14, his last day in the office, Vena accessed a folder called “\mgmt rpt data\” from this external drive.

292. A forensic review of Vena’s now recovered Vena’s external drive also shows that first thing that morning on his last day, Vena copied multiple highly confidential files containing substantial amounts of Oasis proprietary, confidential, and trade secret information to this same external drive that he first attached to this computer on October 10.

293. Vena did not have a legitimate business reason to copy these files to an external drive on his last morning when he knew that he was not planning on coming back to Oasis,

294. For example, these files included a spreadsheet named “Copy of UWCaseInjuriesWithCaseStatus\_10142016” (“Case Status File”) that contains records about nearly 24,000 transactions Oasis had conducted between July and October 2016, including information about case type, approval statuses, and injury and treatment details.

295. A competitor who possessed the Case Status File and the Static Pool File could utilize this information to target the company’s highest volume and highest value attorney relationships as well as open cases.

296. The folder also contained a spreadsheet titled “OLF 2016 Budget Model (2015-12-11) - effective interest impact” (“OLF 2016 Budget Model File”) that contains confidential information concerning Oasis’ monthly historical and projected financial statements from 2011 to 2019 and includes information concerning, among other things, projected collections and profits, compensation details about every Oasis employee, details about projected marketing spend and effectiveness, and a forecast of the company’s capital structure.

297. The OLF 2016 Budget Model File is essentially a map of how to build a legal funding company with analysis of the costs and investments one would incur. It would be of incredible value to a competitive start-up.

298. It would also be of significant value to a competitor to structure and manage its business, especially because it can be easily modified to forecast expected results.

299. The folder also contained a copy of a PDF file named "Project Kodiak v118" and a PowerPoint titled "Project Kodiak Management Presentation\_v24 updated" ("Project Kodiak Files").

300. The Project Kodiak Files were highly confidential and shared only with investors and bidders who were involved in Oasis' recent transaction and who executed non-disclosure agreements.

301. These materials are the equivalent of Oasis' business plan, providing an overview of the business, operating and financial performance, details on corporate structure and organization, summary of industry competitors, and estimated market share.

302. Oasis expended a significant amount of time and resources to develop the Project Kodiak Files.

303. The Project Kodiak Files would be extremely valuable to a competitor as they provide an effective business plan to be shared with investors to build capital and would also be valuable in getting loans from banks and lowering the costs of funds.

304. Email evidence shows that Vena and Chodes had previously discussed highly confidential financial information of Oasis, which Chodes then passed on to Signal's investors, along with copies of Oasis' financial statements.

305. In addition, documents received from Signal demonstrate that Chodes

disseminated documents and materials relating to Project Kodiak to Barb Wolf, and individuals within Signal's investors, despite their confidential nature.

306. When Vena resigned his employment with Oasis, he was asked to return all Oasis property and information that he had in his custody, possession and control.

307. Vena represented to Oasis in an email on October 21, 2016, that he had returned all company property to Oasis. See Exhibit O.

308. Vena did not disclose that he had retained an external storage device containing some of Oasis' most confidential files that he had copied on his last day in the Oasis offices at a time when he knew he was leaving Oasis to join Chodes and Signal.

309. Only after the filing of the original Verified Complaint and learning that Oasis had discovered his activity with the external drive via computer forensics, Vena returned the flash drive attached on October 10, 2016, but none of the other external devices which Oasis has evidence of Vena using, or any paper documents in Vena's custody, possession or control.

310. During his last two weeks of employment, Vena was also, without authorization, forwarding Oasis confidential information to his personal Hotmail account, including emails containing extremely important Oasis confidential information.

311. As an example, Vena forwarded an email to his private account of which he was not an original recipient, related to financial due diligence for the sale of Oasis.

312. The email attached a document containing a detailed accounting of Oasis' funding history which was the result of extensive analysis, work and investment. Specifically, the information therein was from the recent acquirer of Oasis' due diligence process and analyzed Oasis' multi-year asset performance history from the hundreds of millions of investment dollars that Oasis put at risk.



313. This information was of significant value and highly confidential and sensitive to Oasis and would be of great value to a competitor with no track record in raising financing and equity capital, pricing, underwriting, and marketing.

314. Further, it appears that Vena has taken affirmative steps to disguise actions he took over the last several weeks of his employment and destroy evidence.

315. It appears that the one device Vena did return, his Company phone, was reset to factory settings before its return, a violation of both his agreement with Oasis and his fiduciary duties.

316. Oasis also has reason to believe that Vena took photographs of confidential files before his departure.

**Vena Violates Contractual and Fiduciary Obligations by Soliciting Other Oasis Employees.**

317. On Saturday, October 22, 2016, Vena called Jon Mitchell, an Oasis employee, and told Mr. Mitchell that he was not coming back to Oasis.

318. The following day, while Vena was still employed by Oasis, Vena called Jon Mitchell and solicited him for employment with Signal.

319. Vena told Mr. Mitchell that he thought Signal would pay him \$100,000 per year, significantly more than what Mr. Mitchell was making at the time for Oasis.

320. Vena told Mr. Mitchell that Signal was paying case managers more than \$70,000, and Vena said that Vena would talk to Chodes but thought he could get him \$100,000 for working at Signal.

321. A few minutes after his call with Vena, Mr. Mitchell received a text from Jafri asking to set up a time to talk.

322. The solicitation by Vena was in violation of his contractual obligations not to

solicit employees.

323. The solicitation was also a violation of his fiduciary duties, since Vena was still employed by Oasis when he solicited Mr. Mitchell.

**Defendants Accelerate Solicitation Efforts Following Departures of Beauchamp and Scott**

324. Following the departure of Beauchamp and Scott, Defendants continued their efforts to solicit and hire Oasis employees, and, in fact, increased those efforts.

325. Chodes and Signal arranged meetings with Oasis employees where the Oasis employees were presented with a pre-drafted, customized letters of resignation to the employee's supervisor at Oasis, pressured to sign those letters immediately, and encouraged to leave Oasis immediately without any further discussion with Oasis.

326. Specifically, Oasis learned that Chodes called Oasis employee Brandon Reisman and asked to meet with him on October 15, 2016, at Signal's offices.

327. Reisman accepted the meeting invitation, and when he arrived at Signal's offices, he saw Monica Banczak ("Banczak"), another Oasis employee, leaving the facility, and also saw Defendant Vena at the location.

328. During the meeting, Chodes indicated that he had heard good things about Reisman, which suggested that Chodes had spoken with Beauchamp, Reisman's former supervisor at Oasis.

329. Reisman had a two-hour meeting with Chodes, Habel, Olsen and Jafri.

330. During this meeting, Chodes described Signal's plans, which were to focus on attorney relationships (i.e., reaching out to attorney contacts developed by Oasis and explaining that they are now at a different company).

331. Chodes informed Reisman that Beauchamp was rewarded for being one of the

first on board with a management position, but that he ultimately believed that 15 to 20 Oasis employees (which would equal over half of the Oasis sales team) would be working at Signal shortly.

332. Chodes informed Reisman that Signal was expressly targeting him, as well other well-regarded Oasis employees, such as Banczak and another Case Manager, Kassi Alessi-Borders (“Alessi-Borders”), because he had heard good things about their work.

333. Before the meeting ended, Chodes provided Reisman with a written offer letter.

334. The offer letter was for OGD, but Chodes explained that Reisman would really be working for Signal, under the supervision of Beauchamp and Scott.

335. Chodes informed Reisman that Signal would provide him with an attorney to handle any non-compete problems, and provided Reisman with a template resignation notice.

336. Chodes proceeded to make a number of disparaging remarks regarding Oasis’ management and Oasis.

337. Chodes boasted that “everyone will be leaving Oasis” so Reisman should be at Signal at the beginning. Further, he insinuated that it was questionable whether Oasis would even survive after its recent sale transaction.

338. Reisman told Chodes and the other individuals present that he needed to think the offer over with his family, and left.

339. Shortly thereafter, Beauchamp called Reisman and encouraged him to join Signal.

340. When Reisman raised questions about the non-compete, Beauchamp indicated that Signal would provide attorneys to assist him with any issues and that Chodes would move him to a different Signal affiliate entity to evade liability if necessary.

341. Reisman eventually declined the position with Signal/OGD and notified Chodes

on Monday, October 17, 2016.

342. Chodes responded by offering more money than Oasis was offering.

343. When Reisman maintained his position, Chodes told Reisman that he needed to “get the f\*\*\* out” of Oasis.

344. Chodes further instructed Reisman not to sign any additional agreements and that Chodes would make a more significant offer.

345. Defendants’ continued efforts to solicit Oasis employees resulted in other Oasis employees – Alessi-Borders and Banczak, the individuals whom Chodes told Reisman that he and Signal were targeting – to tender their resignations simultaneously on October 15, 2016, submitting nearly identical resignation letters with language that had been typed by Chodes.

346. While Oasis was able to retain Alessi-Borders, and convince Banczak to return to Oasis, Defendants’ wrongful actions resulted in significant financial damages to Oasis.

347. Chodes indicated several times to recruited Oasis employees that “this is just the beginning,” and that he would continue to target and solicit Oasis employees with no regard to the contractual agreements these employees have with Oasis.

348. This claim was proven true. On October 18, 2016, Jafri sent a LinkedIn request to Oasis Case Manager Adam Gareis, indicating her intent to solicit Gareis to move to Signal.

349. Further, again on October 18, 2016, Jafri contacted Leah Jagers, an Oasis Case Manager who worked with Beauchamp, and told Jagers that she had received good information about Jagers from Beauchamp and Banczak.

350. Jafri told Jagers that, if she came to Signal’s offices on Saturday, October 22, 2016, Signal would offer her a position on the spot.

351. Chodes and his surrogates contacted at least 2/3 of the employees in Oasis’ sales

division, resulting in multiple Oasis employees, including Vena, its Vice President and Controller, tendering their resignations during the week prior to the filing of this Complaint.

**Defendants Were Fully Knowledgeable of Oasis Employees' Restrictive Covenants**

352. Defendants were aware of the restrictive covenants between Oasis and its employees.

353. They possessed this knowledge through, but not limited to, the August 22, 2016 cease and desist letters to Chodes, Habel and Olsen, the October 11, 2016 letters to Beauchamp and Scott, and Oasis employees raising the issue of the restrictive covenants when solicited.

354. Chodes has knowledge of the restrictive covenants because, while he was CEO of Oasis, Chodes was instrumental in pushing forward an agenda of having employees sign such covenants, and several of the employees whom Chodes and Signal targeted executed their restrictive covenant agreements while Chodes was the CEO of Oasis.

355. In addition, while CEO, Chodes was the driving force behind litigation to protect Oasis' confidential and trade secret information, including, for instance, litigation initiated by Oasis against Cherryone, Beacon Legal Finance LLC, and others, in which it was alleged that former Oasis employees as well as their new employers had misappropriated the confidential and trade secret information of Oasis, in violation of the Illinois Trade Secrets Act.

356. Chodes, Olsen, Beauchamp, Scott, and Vena are now or have been subject to restrictive covenants with Oasis.

357. Chodes' typical response to Oasis employees who raised the existence of the restrictive covenants in response to Defendants' solicitations is to tell them that the restrictive covenants are unenforceable, including those entered into and enforced while Chodes was CEO of Oasis.

358. Furthermore, Chodes offered to reimburse the Oasis employees recruited for legal costs and judgments should Oasis sue to enforce the covenants, provided free legal counseling to those solicited employees and offered to shift those he and the other Defendants solicited to Signal affiliates if they were enjoined from working for Signal.

359. All of this demonstrates that Defendants have taken their actions with full knowledge of the existence of the restrictive covenants at issue in this matter.

**Chodes Has Used Oasis Confidential Information to Compete Against Oasis and Signal Used This Oasis Confidential Information in Its Business**

360. When Chodes' employment with Oasis was terminated, Chodes had in his possession substantial amounts of Oasis confidential and trade secret information, including Oasis slide decks, CIMs, financial forecasts, Static Pool files and other financial information.

361. Chodes retained this information despite numerous demands from Oasis to return it, claiming now that he is entitled to retain it to protect his rights.

362. In addition to information that Chodes already possessed at the time of his termination, Chodes obtained other confidential and trade secret information of Oasis following his termination, including information relating to Project Kodiak and financial statements of Oasis.

363. Chodes has improperly shared this Oasis' confidential and trade secret information with investors/owners and principals of Signal to unfairly compete with Oasis in the legal funding business.

364. Despite Chodes' claim that he has only retained and not disseminated Oasis' trade secret information, documents obtained by Oasis as part of the settlement with Signal demonstrate that this is false.

365. In January 2016, Chodes emailed Oasis' projected financial model to Dan Kraut for the purposes of creating a financial forecast for a new competing company.

366. In April 2016, Chodes emailed Barb Wolf copies of Oasis' slide decks and CIMs, in an effort to get her involved in his competing business, which ultimately became Signal.

367. Furthermore, emails exchanged between Chodes, Javri, Olsen, and Habel between August 16 and August 28, 2016 detail their attempts to steal Oasis' proprietary information with the assistance of active Oasis employees.

368. 777 Partners and SuttonPark Capital have an ownership interest in Signal.

369. As part of Signal commencing operations and developing its marketing and business strategies, Chodes disclosed multiple documents containing Oasis' confidential and trade secret information to Olsen, Jafri, individuals at 777 Partners and SuttonPark Capital, and other potential investors.

370. Chodes also used and disclosed these materials even before the formation of Signal in his efforts to create a competing business.

371. For example, one such document is a CIM delivered to prospective purchasers in 2012 to assist them in evaluating whether to acquire Oasis. The CIM was prepared by Oasis and FBR Capital Markets Corporation, and contained Oasis' most sensitive proprietary and financial information. Each recipient of the CIM was required to execute and deliver a confidentiality agreement that strictly limited circulating and copying its contents. Having received the CIM while he was CEO of Oasis, Chodes retained it after his departure from Oasis.

372. Despite its highly confidential contents, in March and April 2014 Chodes emailed the 2012 CIM, at various times, to Joseph Roth, Karl Huth, and Christopher A. Johnson at Prospect Street, ostensibly for the purposes of obtaining funding for a competitive venture.

373. On January 16, 2016, Chodes emailed the 2012 CIM to Jim Hensel and Andy Yougman at Citizens Disability, asking both of them in the body of the email to "PLEASE

TREAT THIS AS CONFIDENTIAL AND DO NOT DISTRIBUTE TO ANY THIRD PARTIES.”

374. After becoming CEO of Signal, Chodes circulated the Oasis 2012 CIM to Juan Arciniegas (“Arciniegas”), a Principal at 777 Partners, and to Jafri on September 1, 2016, for them to use in creating business strategies for Signal.

375. Upon information and belief, Arciniegas was responsible for pulling together financial information in order to best pitch Signal to potential investors. The confidential Oasis information provided by Chodes to Arciniegas would have been invaluable in this regard.

376. Chodes also disclosed a second CIM prepared by Oasis and Raymond James Investment Banking analyzing the highly confidential Project Kodiak. This CIM was drafted in September 2015 to assist interested parties in evaluating Oasis for potential acquisition and/or investment, and contained detailed information pertaining to, inter alia, Oasis’ marketing, operations, asset performance, growth opportunities, and finances. Each recipient of the CIM was required to execute and deliver a confidentiality agreement that strictly limited circulating and copying its contents.

377. Nevertheless, on October 17, 2016 at 8:40pm, Jafri received the 2015 CIM as an attachment in an anonymous email from a UPS store located in Highland Park, Illinois – the same store from which Chodes had repeatedly sent documents in the past.

378. At 8:43pm, Chodes sent an email attaching the same CIM from his Signal e-mail account to his Gmail account.

379. At 1:42pm, Jafri forwarded the email she received from the UPS store attaching the 2015 CIM to Chodes and Arciniegas at 777 Partners.

380. At 1:47pm, Chodes sent an email attaching the 2015 CIM to Pasko and Wander, CEO and Founder of SuttonPark Capital, respectively, Arciniegas at 777 Partners, and Olsen. In



the body of the message, Chodes wrote "Oasis more recent deck. . . . please do not distribute to anyone."

381. Chodes disclosed an accounting model built in October 2012 forecasting Oasis' projected financial performance through the end of 2017 to multiple people in 2016. In addition to forecasting Oasis' financial performance through 2017, the four megabyte model details Oasis' covenant summaries, financial forecasts, summary of assets for sale, DRTV spends (actual and forecasted), enhancements, revenue detail, collections, borrowing base, capitalized media, depreciation, origination mix, e-signature use, business mix summary and business mix support.

382. Chodes attached this model to an email he sent to Arciniegas, Pasko, Jafri and Olsen on August 31, 2016. In the body of the email, he wrote "[w]e should attempt to build a version [sic] similar level of detail to this for Signal."

383. Chodes disclosed a Social Security Disability Model built by Oasis in 2012 for a potential investor. Chodes sent the model to Olsen and Jafri in an email on August 8, 2016 with instructions that they "update the model" by "mov[ing] start year to 2017," "tak[ing] out any reference to Oasis in the model," "call it Disability Corner, not Disability Connection," and "replace Javlin with SuttonPark Capital as the leverage provider."

384. In September 2016 Signal prepared a slide deck for Harlan Capital Partners LLC. The presentation includes a disclaimer that acknowledges that

information provided herein regarding the historical performance of legal funding assets was provided on a confidential basis to select investors by current and former management affiliates of Oasis Legal Finance Operating Company, LLC ("Oasis") some of which was also prepared by FBR Capital Markets Corporation ("FBCM"), in 2011 and 2012. Signal believes that the historical information provided, including the performance information regarding the Oasis attorney database, may currently be the property of Oasis.

385. Notably, Signal designates this document as "Confidential – Not for Distribution" fully knowing that the information contained therein contains information pertaining to Oasis'

performance. Thus, it is without question that the 2012 CIM, which Chodes provided to Signal's investors, was used by Signal in preparing materials to entice additional entities to invest in Signal.

386. Chodes disclosed an executive summary of Oasis' highly confidential Project Kodiak. The executive summary drafted in Fall 2015 is marked "CONFIDENTIAL – DO NOT DISTRIBUTE." Despite this designation, Chodes emailed the executive summary to Wander and Pasko at SuttonPark Capital on March 2, 2016 in preparation for a presentation Chodes was making to SuttonPark's Board of Directors.

387. Chodes disclosed Oasis interim unaudited financial statements for Quarters 1 and 2 of 2016. Chodes received these confidential financial statements from the Oasis Board of Directors due to his status as a shareholder of Holdco. He subsequently sent an email attaching the statements to Wander and Pasko at SuttonPark Capital and Jafri on August 21, 2016. In the body of the email, Chodes wrote "CONFIDENTIAL – DO NOT DISTRIBUTE TO ANY THIRD PARTIES" and presented his analysis of the financials, noting that he had talked "confidentially with the controller at Oasis" [Vena] who provided him with additional insight not captured in the financial statements.

388. Chodes disclosed an Oasis audited financial statement for FY2015 detailing assets, liabilities, statement of income and statement of cash flows. Chodes received this confidential financial statement from the Oasis Board of Directors due to his status as a shareholder of Holdco. He subsequently sent it to Wander and Pasko at SuttonPark Capital on August 21, 2016, and later, on September 15, 2016, emailed the financial statement to Jafri, Olsen, and Eric Rapp, Tony Ettinger, and Kevin Stein at KCK Group.

389. Chodes disclosed an Oasis audited financial statement for FY2014 detailing assets, liabilities, statement of income and statement of cash flows. Chodes attached this financial

statement to an email he sent on September 15, 2016 to Jafri, Olsen, and Eric Rapp, Tony Ettinger, and Kevin Stein at KCK Group.

390. Chodes disclosed an Oasis Consolidated Financial Statements and Independent Auditor's Report from December 31, 2014 and also for 2013. Chodes attached this report to an email he sent on September 15, 2016 to Jafri, Olsen, and Eric Rapp, Tony Ettinger, and Kevin Stein at KCK Group.

391. Chodes disclosed an Oasis Management Overview Presentation delivered to Sherman Financial Group in February 2012 marked "CONFIDENTIAL MATERIAL NOT FOR DISTRIBUTION." This presentation highlighted information pertaining to, inter alia, Oasis' business strategy, attorney network, pricing and returns, financial performance, projected future financial performance, portfolio, and was emailed by Chodes to Jafri on September 28, 2016, and to Olsen on October 17, 2016.

392. Chodes disclosed an Oasis Management Overview Presentation dated October 2012 and Oasis Pricing Model detailing internal rates of return. The presentation is marked as "CONFIDENTIAL MATERIAL NOT FOR DISTRIBUTION." The information provided in the presentation and the pricing model detail Oasis' strategic goals, survey of competitors, a description of Oasis' attorney network, pricing and returns, and was sent by Chodes to Jafri and Olson on September 3, 2016.

393. Chodes disclosed an Oasis Presentation delivered to First Merit Bank on August 16, 2012. The presentation is marked as "CONFIDENTIAL MATERIAL NOT FOR DISTRIBUTION." It provides updates to Oasis' loss allowance and pro forma loss accrual rate, and was sent by Chodes to Wander and Pasko at SuttonPark Capital on March 2, 2016 in preparation for a presentation Chodes was making to SuttonPark's Board of Directors.

394. As set forth in detail in the preceding Paragraphs 371-393, Chodes repeatedly disclosed Oasis' confidential and trade secret information to Signal investors and other third parties without authorization, all in the furtherance of his own business interests.

395. Likewise, Jafri disseminated and used Oasis' confidential and trade secret information that she received from Chodes.

396. In addition to the theft and dissemination of Oasis' confidential and trade secret information described previously, Signal copied Oasis' form funding resolution letter and simply replaced Oasis' letterhead with Signal's letterhead.

397. However, Signal failed to update the contact number, leaving the phone number on Signal's funding resolution letter as the number of an Oasis employee.

398. One Signal legal funding client had a tax form question, and called the number on the letter, which then connected that client with an Oasis employee.

399. This led to an investigation that uncovered that Chodes and Signal were using Oasis' forms and doing nothing more than changing the letterhead, but omitted to change the contact number.

400. Chodes also improperly utilized Oasis' confidential information pertaining to its employees, such as their attorney relationships and compensation, to target Oasis employees and to construct compensation offers that he knew were in excess of their then-current compensation with Oasis.

401. When speaking with Oasis employees that he attempted to recruit away to Signal, Chodes indicated that he knew about their work and shared other details regarding their employment which indicated that he was receiving current information from other Oasis employees.

402. Chodes also contacted Oasis employees on their cell phones when they had not given him their private numbers, indicating that he had access to Oasis' internal contacts lists.

403. Defendant Vena had access to the Company's disaster recovery list containing this information, which Vena had been entrusted with creating for Oasis.

404. Chodes and other Signal employees indicated that they have detailed information regarding Oasis' employees' performance, their team assignments, and their daily work which showed that they were receiving and using Oasis confidential information to target and solicit certain employees.

405. When Vena resigned from Oasis, he took with him several highly confidential documents, including files on Oasis' current funding transactions and information that was shared confidentially with potential investors and purchasers of Oasis' business.

406. Vena, during his last week as an employee, attached an external storage device to his Oasis computer, reviewed and accessed documents containing Oasis' most highly confidential and trade secret information, and copied and emailed to his personal email account several documents containing Oasis confidential and trade secret information.

407. Vena also, according to the August 31, 2016 email from Chodes to Wander and Pasko at SuttonPark Capital and Jafri, provided Chodes with confidential "additional insight" regarding Oasis' finances.

408. Beauchamp emailed a list of existing customers and attorney contacts to his personal email account on the same day he resigned.

409. All of this, along with Defendants' complete disregard of any restrictive covenant entered into between Oasis and its employees, demonstrates both actual and threatened misappropriation of trade secrets.

## COUNT I

### **Breach of Contract (Chodes Employment Agreement) (against Chodes – solicitation of employees)**

410. Oasis incorporates by reference Paragraphs 1-409 as if fully set forth.

411. Chodes was party to a valid and enforceable written contract with Oasis, supported by valid consideration, as more specifically described above.

412. Oasis has performed all of its obligations under the Chodes Employment Agreement.

413. Chodes has breached the Chodes Employment Agreement by soliciting Oasis employees to resign from Oasis and commence employment with Signal before the expiration of the three year restrictive covenant period outlined in the Chodes Employment Agreement.

414. Specifically, in March and April 2016, Chodes solicited various Oasis employees, including Beauchamp, Feldman, Graubert and Mellul, both at his home and at Hugo's Frog Bar, to leave Oasis and join his new legal funding venture while he was covered by the non-solicitation provisions of his Employment Agreement.

415. Chodes' breaches of the Chodes Employment Agreement endangered Oasis and exposed Oasis to immediate and irreparable harm for which there is no adequate remedy at law.

416. Chodes' breaches of the Chodes Employment Agreement have also caused and will continue to cause Oasis to suffer monetary damages and legal costs.

417. For all the reasons described above, Chodes' activities constitute a breach of the terms of the Chodes Employment Agreement.

## COUNT II

### **Breach of Contract (Chodes Employment Agreement) (against Chodes – use and disclosure of confidential information)**

418. Oasis incorporates by reference Paragraphs 1-409 as if fully set forth.

419. Chodes was party to a valid and enforceable written contract with Oasis, supported by valid consideration, as more specifically described above.

420. Oasis has performed all of its obligations under the Chodes Employment Agreement.

421. Chodes has breached the Chodes Employment Agreement by failing to return Confidential Information of Oasis and by using that information to compete with Oasis in the arena of legal funding, as well as to induce employees of Oasis to resign from Oasis and accept employment with Signal.

422. Chodes disseminated confidential information of Oasis, including financial forecasts, financial statements, slide decks, CIMs and other information to principals of Signal, other Signal employees and third parties for the purpose of establishing a competing business and obtaining investors for that business.

423. In addition, Chodes utilized confidential information to solicit Oasis employees to leave Oasis and join him at his new venture.

424. While Chodes has alleged that he only kept this information to protect his rights under the Chodes Employment Agreement, the documents that Oasis received as part of its settlement with Signal clearly demonstrate that Chodes did not just retain these documents, but routinely disseminated and used these materials for purposes of competing with Oasis.

425. Chodes' breaches of the Chodes Employment Agreement have endangered Oasis and expose Oasis to immediate and irreparable harm for which there is no adequate remedy at law.

426. Chodes' breaches of the Chodes Employment Agreement have also caused and will continue to cause Oasis to suffer monetary damages and legal costs.

427. For all the reasons described above, Chodes' activities constitute a breach of the terms of the Chodes Employment Agreement.

### **COUNT III**

#### **Breach of Fiduciary Duty (against Chodes)**

428. Oasis incorporates by reference Paragraphs 1-409 as if fully set forth.

429. As a shareholder of Oasis, both individually and as the majority owner of OLFG, Chodes owed a fiduciary duty to Oasis.

430. By commencing a business competitive with Oasis, using confidential information of Oasis, and soliciting Oasis employees, Chodes breached his fiduciary duties owed to Oasis.

431. Chodes' breaches of his fiduciary duties have endangered Oasis and expose Oasis to immediate and irreparable harm for which there is no adequate remedy at law.

432. Chodes' breaches of his fiduciary duties have also caused and will continue to cause Oasis to suffer monetary damages and legal costs.

433. For all the reasons described above, Chodes' activities constitute a breach of his fiduciary duties owed to Oasis.

### **COUNT IV**

#### **Breach of Contract (HoldCo Agreement) (against Chodes)**

434. Oasis incorporates by reference Paragraphs 1-409 as if fully set forth.

435. Chodes executed the HoldCo Agreement both on his individual behalf and on behalf of OLFG.

436. As such, Chodes was party to a valid and enforceable written contract with Oasis, supported by valid consideration, as more specifically described above.

437. Oasis has performed all of its obligations under the HoldCo Agreement.

438. Chodes has breached the HoldCo Agreement by actively competing with Oasis in the



arena of legal funding during the time that the HoldCo Agreement remained in effect.

439. Chodes' activities went far beyond planning for competition, as he actively solicited employees, worked with investors, and provided investors confidential and proprietary information about Oasis.

440. Chodes' breaches of the HoldCo Agreement have endangered Oasis and expose Oasis to immediate and irreparable harm for which there is no adequate remedy at law.

441. Chodes' breaches of the HoldCo Agreement have also caused and will continue to cause Oasis to suffer monetary damages and legal costs.

442. For all the reasons described above, Chodes' activities constitute a breach of the terms of the HoldCo Agreement.

#### **COUNT V**

##### **Aiding and Abetting Breach of Duty of Loyalty (against Chodes)**

443. Oasis incorporates by reference Paragraphs 1-409 as if fully set forth.

444. As employees of Oasis, Beauchamp and Vena had certain duties of loyalty owed to Oasis.

445. Beauchamp breached his duty of loyalty to Oasis by soliciting Oasis employees to resign from Oasis and commence employment with Signal and by taking Oasis' confidential information, while Beauchamp was still employed by Oasis.

446. Vena breached his duty of loyalty to Oasis by soliciting Oasis employees to resign from Oasis and commence employment with Signal and by taking Oasis' confidential information, and communicating with Chodes regarding Oasis' confidential information, while Vena was still employed by Oasis. Chodes also induced and encouraged Vena to share Oasis information to be used in a competitive venture for Signal.

447. Chodes abetted and aided Beauchamp and Vena in their breaches of their duty of loyalty by offering to pay for any legal fees incurred and judgments entered against Beauchamp and Vena if Oasis were to sue them, and encouraging them to recruit other Oasis employees to jump ship to Signal.

448. Beauchamp's and Vena's breaches of their duty of loyalty, which were aided and abetted by Chodes, have endangered Oasis and expose Oasis to immediate and irreparable harm for which there is no adequate remedy at law.

449. Beauchamp's and Vena's breaches of their duty of loyalty, which were aided and abetted by Chodes on behalf of Signal, have also caused and will continue to cause Oasis to suffer monetary damages and legal costs.

450. For all the reasons described above, Chodes should be found to have aided and abetted Beauchamp and Vena in their breaches and liable for all damages caused by those breaches.

## COUNT VI

### **Breach of Contract (Vena Agreement) (against Vena – Breach of Confidentiality Provision)**

451. Oasis incorporates by reference Paragraphs 1-409 as if fully set forth.

452. Vena was party to a valid and enforceable written contract with Oasis, supported by valid consideration, including, as more specifically described above, receiving \$10,000 in exchange for entering the agreement.

453. Oasis has performed all of its obligations under the Vena Agreement.

454. Vena has breached the Vena Agreement by improperly retaining Oasis' Confidential Information upon the termination of his employment with Oasis and by providing and communicating with Chodes regarding Oasis' confidential information.

455. Vena has also breached the Vena Agreement by not taking measures to prevent

against loss of Oasis Confidential Information when he improperly reset the company phone Oasis provided to him prior to returning the device.

456. Oasis made a direct request for return of its Confidential Information but Vena did not return the documents in his possession and continues to improperly possess Oasis' information, including, but not limited to, Oasis' Confidential Information.

457. Vena's breaches of the Vena Agreement have endangered Oasis and expose Oasis to immediate and irreparable harm for which there is no adequate remedy at law.

458. Vena's breaches of the Vena Agreement have also caused and will continue to cause Oasis to suffer monetary damages and legal costs.

459. For all the reasons described above, Vena's activities constitute a breach of the terms of the Vena Agreement.

## COUNT VII

### **Breach of Contract (Vena Agreement) (against Vena – Breach of Noncompetition Provision)**

460. Oasis incorporates by reference Paragraphs 1-409 as if fully set forth.

461. Vena was party to a valid and enforceable written contract with Oasis, supported by valid consideration, including, as more specifically described above, receiving \$10,000 in exchange for entering the agreement.

462. Oasis has performed all of its obligations under the Vena Agreement.

463. Vena has breached the Vena Agreement by accepting employment with Signal and/or one of Signal's investors in a position that is identical or substantially similar to the position that Vena held with Oasis.

464. Although Vena purported to claim that he was not employed by Signal, while he was still employed by Oasis, Vena provided Chodes with confidential information about Oasis which

Chodes then used to help Signal compete with Oasis, specifically regarding financial documents relating to Oasis' business.

465. Vena's breaches of the Vena Agreement have endangered Oasis and expose Oasis to immediate and irreparable harm for which there is no adequate remedy at law.

466. Vena's breaches of the Vena Agreement have also caused and will continue to cause Oasis to suffer monetary damages and legal costs.

467. For all the reasons described above, Vena's activities constitute a breach of the terms of the Vena Agreement.

### **COUNT VIII**

#### **Breach of Contract (Vena Agreement) (against Vena – Breach of Nonsolicitation of Employees Provision)**

468. Oasis incorporates by reference Paragraphs 1-409 as if fully set forth.

469. Vena was party to a valid and enforceable written contract with Oasis, supported by valid consideration, including, as more specifically described above, receiving \$10,000 in exchange for entering the agreement.

470. Oasis has performed all of its obligations under the Vena Agreement.

471. Vena has breached the Vena Agreement by soliciting Oasis employees to leave Oasis and accept employment with Signal.

472. Vena's breaches of the Vena Agreement have endangered Oasis and expose Oasis to immediate and irreparable harm for which there is no adequate remedy at law.

473. Vena's breaches of the Vena Agreement have also caused and will continue to cause Oasis to suffer monetary damages and legal costs.

474. For all the reasons described above, Vena's activities constitute a breach of the terms of the Vena Agreement.

## COUNT IX

### **Breach of Contract (Vena Promissory Note) (against Vena)**

475. Oasis incorporates by reference Paragraphs 1-409 as if fully set forth.

476. Vena was party to a valid and enforceable written contract with Oasis, supported by valid consideration, including, as more specifically described above, receiving \$75,000 in exchange for entering into the Vena Promissory Note.

477. Oasis has performed all of its obligations under the Vena Promissory Note.

478. Vena has breached the Vena Promissory Note by engaging in conduct that is dishonest, fraudulent, illegal, or unethical in relation to his employment with Oasis.

479. Vena has further breached the Vena Promissory Note by voluntarily separating from employment with Oasis on October 21, 2016.

480. Vena's breaches of the Vena Promissory Note have endangered Oasis and expose Oasis to immediate and irreparable harm for which there is no adequate remedy at law.

481. Vena's breaches of the Vena Promissory Note have also caused and will continue to cause Oasis to suffer monetary damages and legal costs.

482. For all the reasons described above, Vena's activities constitute a breach of the terms of the Vena Promissory Note.

483. Under the terms of the Vena Promissory Note, Vena agreed to remit to Oasis "any Forgiveness Amount previously issued to [Vena], which remittance shall not exceed the sum of Ten Thousand Dollars (\$10,000)" and to "pay all reasonable costs and expenses . . . including, without limitation, reasonable attorneys' fees" if Vena engaged in activities that constituted an Event of Default.

484. Because Vena engaged in an Event of Default, Vena is liable to Oasis for \$10,000 and Oasis' reasonable fees and costs in litigating this issue.

## COUNT X

### **Violation of the Illinois Computer Crime Prevention Law, 720 ILCS 5/17-51 (against Vena)**

485. Oasis incorporates by reference Paragraphs 1-409 as if fully set forth herein.

486. As part of the Illinois Computer Crime Prevention Law, 720 ILCS 5/17-51 et. seq., Illinois law prohibits “Computer Tampering.” Computer Tampering takes place if, among other things, an individual knowingly and without or in excess of authorization: (1) Accesses or causes to be accessed a computer or any part thereof, a computer network, or a program or data; [or] (2) Accesses or causes to be accessed a computer or any part thereof, a computer network, or a program or data, and obtains data or services....” 720 ILCS 5/17-51(a)(1)-(2).

487. Vena knowingly and, without or in excess of authorization, accessed Oasis’ computers and obtained data.

488. Vena accessed, downloaded and copied a treasure trove of Oasis’ confidential and proprietary files from its computers to at least one USB flash drive on his last day in Oasis’ offices while still employed by Oasis, but after he knew that he was going to be resigning from Oasis, and then falsely asserted that he had returned all Oasis property following his resignation.

489. These confidential and proprietary files from its computers included a spreadsheet named “Copy of UWCaseInjuriesWithCaseStatus\_10142016” (“Case Status File”) that contains records about nearly 24,000 transactions Oasis had conducted between July and October 2016, including information about case type, approval statuses, and injury and treatment details.

490. The confidential and proprietary files also included a spreadsheet titled “OLF 2016 Budget Model (2015-12-11) – effective interest impact” that contains confidential information concerning Oasis’ monthly historical and projected financial statements from 2011 to

2019 and includes information concerning, among other things, projected collections and profits, compensation details about every Oasis employee, details about projected marketing spend and effectiveness, and a forecast of the company's capital structure.

491. The confidential and proprietary files further contained a copy of a PDF file named "Project Kodiak v118" and a PowerPoint titled "Project Kodiak Management Presentation\_v24 updated."

492. Oasis did not authorize Vena to access and obtain data from its computers when he copied and removed Oasis' confidential and proprietary information onto at least one USB flash drive.

493. Vena's accessing of Oasis' computers and obtaining data constituted Computer Tampering under 720 ILCS 5/17-51 et. seq.

494. As a direct and proximate result of Vena's Computer Tampering, Oasis has suffered substantial monetary damages.

495. Vena's conduct was willful.

496. Oasis has incurred, and will continue to incur, costs and attorneys' fees in bringing this claim.

## COUNT XI

### **Breach of Duty of Loyalty (against Vena – Failure to Act in Best Interests of Company)**

497. Oasis incorporates by reference Paragraphs 1-409 as if fully set forth.

498. As an executive of Oasis, Vena had certain duties of loyalty that he owed to Oasis.

499. One of those duties is not to take action that is directly against the interests of his employer.

500. Vena has breached his duty of loyalty to Oasis by improperly downloading and/or saving Oasis confidential, proprietary, or trade secret information to external storage platforms/devices and by reviewing hundreds of documents on effectively his last date of employment, despite having no business purpose to have taken any of these actions.

501. Vena has breached his duty of loyalty by providing and communicating with Chodes regarding Oasis' confidential information while Vena was still employed by Oasis.

502. Vena further breached his duty of loyalty by soliciting Oasis employees to leave Oasis and join Signal while Vena was still employed by Oasis.

503. Vena's breaches of his duty of loyalty have endangered Oasis and expose Oasis to immediate and irreparable harm for which there is no adequate remedy at law.

504. Vena's breaches of his duty of loyalty have also caused and will continue to cause Oasis to suffer monetary damages and legal costs.

505. For all the reasons described above, Vena's activities constitute a breach of his duty of loyalty owed to Oasis.

## **COUNT XII**

### **Tortious Interference with Contract (against Chodes, Jafri, OGD)**

506. Oasis incorporates by reference Paragraphs 1-409 as if fully set forth.

507. Oasis has entered into valid and enforceable written contracts with its employees, which are reasonable in scope and nature and supported by valid consideration.

508. Defendants Chodes, Jafri and OGD have tortiously interfered with the agreements Oasis has with its employees by soliciting and inducing those employees to breach these agreement by accepting employment with Signal.

509. Defendants Chodes, Jafri, and OGD were present during and participated in meetings



with Oasis employees where these individuals, on behalf of Signal, have sought to induce breaches of the covenants that these employees have with Oasis.

510. Defendants Chodes and Jafri directly contacted Oasis employees for the purpose of inducing them to breach their restrictive covenant agreements with Oasis.

511. Defendant Chodes further induced such breaches by promising Oasis employees that if Oasis sues them to enforce their restrictive covenants, Signal would pay for all costs of defending such lawsuits, and, at least in some cases, to pay the employee his or her salary if a court were to order injunctive relief against the employee.

512. Additionally, Chodes and Jafri offered to have employees stationed within OGD in an effort to disguise the fact that they were performing duties exclusively for Signal.

513. As a result of Chodes', Jafri's and OGD's activities, Beauchamp, Scott and Vena resigned their employment with Oasis and accepted employment with Signal and/or one of Signal's investors.

514. The tortious interference of Chodes, Jafri and OGD with Oasis' agreements with its employees has endangered Oasis and exposes Oasis to immediate and irreparable harm for which there is no adequate remedy at law.

515. Chodes also tortiously interfered with Olsen's agreement with Oasis by having Olsen engage in competitive activities against Oasis while Olsen was still bound by the restrictive covenants in the Olsen Agreement.

516. The tortious interference of Chodes, Jafri and OGD with Oasis' agreements with its employees has also caused and will continue to cause Oasis to suffer monetary damages and legal costs, including but not limited to having to increase compensation to employees in order to retain such improperly solicited employees.

## COUNT XIII

### **Misappropriation of Trade Secrets (against all Defendants)**

517. Oasis incorporates by reference Paragraphs 1-409 as if fully set forth.

518. Oasis has confidential and proprietary information that constitutes a trade secret. Such information derives independent value from not being generally known to its competitors. Further, such information is not readily ascertainable by proper means by Oasis' competitors.

519. Oasis undertook reasonable efforts and instituted reasonable precautions to protect the confidentiality of its proprietary, confidential and trade secret information.

520. Defendants' have misappropriated Oasis' trade secrets.

521. Chodes disseminated a substantial amount of Oasis' trade secrets, including but not limited to CIMs, financial forecasts, financial statements, slide decks and other Oasis strategic materials, to principals of Signal's investors, Signal employees and other third parties for the purpose of competing with Oasis. Chodes also obtained trade secrets directly from Vena, including information about Oasis' financial statements, and provided those directly to investors of Signal.

522. Vena provided confidential information and trade secrets of Oasis to Chodes while still employed at Oasis, which Chodes used to further Signal's business. Vena also misappropriated a substantial amount of Oasis' trade secrets and confidential information following his resignation from Oasis, but prior to his actual departure.

523. Jafri obtained confidential and trade secret information of Oasis, including slide decks and strategic information, and utilized this information to prepare materials and documents that would enable Signal to compete with Oasis.

524. Through Chodes, OGD obtained and used confidential information of Oasis, including

information relating to Oasis' disability business, for the purpose of obtaining investors into OGD.

525. This trade secret information, which was taken by Chodes and Vena from Oasis, was shared among all and used by all Defendants to obtain an unfair competitive advantage over Oasis.

526. Defendants had no right to use this information or provide it to any third parties, including Signal's investors.

527. Defendants have also obtained confidential and trade secret information about Oasis' funding accounts and attorney relationships.

528. Defendants have also used Oasis documents as templates to compete with Oasis.

529. Defendants have used Oasis' trade secrets to identify, target and solicit Oasis employees.

530. Further, by soliciting Oasis employees for positions which are identical or substantially similar to the positions that the employees held with Oasis, Defendants attempted to use Oasis' confidential information to target and solicit Oasis' best customers and attorney relationships.

531. Defendants' misappropriation has endangered Oasis and exposes Oasis to immediate and irreparable harm for which there is no adequate remedy at law.

532. Defendants' misappropriation has also caused and will continue to cause Oasis to suffer monetary damages and legal costs.

**WHEREFORE**, Oasis requests that this Court issue the following relief as to Counts I through XIII:

- a. Enter judgment in its favor against all Defendants on the claims set forth herein;
- b. Enjoin all Defendants, preliminarily until hearing and permanently thereafter,

from soliciting, enticing, advising, persuading, inducing, contacting or hiring any employees of Oasis, or inducing or causing Oasis employees to violate their contractual obligations;

c. Enjoin Vena from working or performing any services for any other entity owned, operated, or affiliated with Defendants that competes with Oasis, both preliminarily until hearing and for a period of twenty-four (24) months thereafter, where such services are similar or related to the work or services performed by Vena for Oasis, or otherwise violating his restrictive covenants;

d. Enjoin Chodes, preliminarily until hearing and at least until Chodes has returned and no longer has custody, possession or control of any confidential or proprietary information of Oasis, from engaging in any competitive activities against Oasis;

e. Order Defendants to account for and return all Oasis documents and confidential information in their possession within two business days of entry of this order;

f. Enjoin all Defendants, both preliminarily until hearing and perpetually thereafter, from retaining, utilizing, and/or disclosing confidential and/or proprietary information of Oasis or any affiliate of Oasis;

g. Order Defendants to preserve and then, within two business days of entry of this order, to surrender to Oasis, for copying and inspection, any device utilized by Defendants to perform services on behalf of either Oasis or Signal or any related entity that contains or has contained Oasis information, including, but not limited to, the following external storage devices: Lenovo USB Flash Drive USB Device (Serial Number: 76532983) and UFD 3.0 Silicon-Power16G USB Device (Serial Number: 15016037008E60056A008171403);

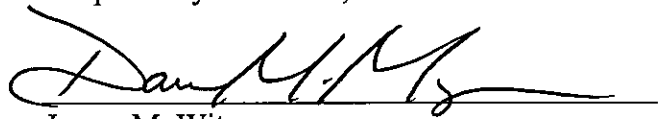
h. Order Vena to pay Oasis damages in the amount of \$10,000, for violation of the Vena Promissory Note;

- i. Award such further relief as this Court deems appropriate.
- j. Order Defendants liable for damages;
- k. Order Defendants liable for Plaintiff's attorneys' fees and costs; and
- l. Award such other damages, including punitive damages, and further relief

as this Court deems appropriate.

Dated: March 20, 2018

Respectfully submitted,

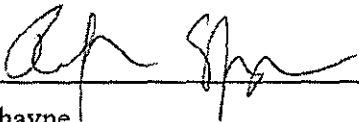


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*Attorneys for Plaintiff*

**VERIFICATION FOR THIRD AMENDED COMPLAINT**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned hereby verifies that he was at all relevant times the Chief Executive Officer of Oasis Legal Finance, LLC d/b/a Oasis Financial, and as agent of Oasis Legal Finance Operating Company, LLC, and with regard to the allegations contained in the Verified Third Amended Complaint, except for Paragraphs 326 through 344 of the Third Amended Complaint (to which Brandon Reisman has already executed a Verification), the undersigned has read the foregoing Verified Third Amended Complaint and knows the contents thereof; to the extent the factual statements therein are based on the undersigned's personal knowledge, he knows that they are true and accurate to the best of his knowledge, to the extent that the factual statements therein are based on statements that have been told to the undersigned by others, or for which the undersigned has received and reviewed statements or declarations properly verified under Section 1-109, believes them to be true and accurate, and to the extent that the factual statements are based on the personal knowledge of other employees or agents of Plaintiff, the undersigned believes them to be true.

  
\_\_\_\_\_  
Ralph Shayne

Date: March 19, 2018

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Exhibit A

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## Legal Funding Engineered With A Focus On Attorney Engagement

At Signal Funding we understand your days are full, focused on obtaining the optimal settlement for your clients. Working with legal funding companies can sometimes be disruptive to your practice's daily rhythm. We get it. That's why our legal funding and attorney engagement process was specifically designed with you and your practice in mind. Our goal is to enable you to benefit from working with Signal, saving significant time and money through our seamless delivery of services, including:

1. Single point of contact with your assigned Account Team
2. Consistent paperwork with each case so you won't need to spend time reviewing the language of each Agreement
3. Electronic document delivery, e-Fax, and e-Signature to eliminate paperwork
4. Simplified 3-tier pricing with no complicated APRs
5. Responsible funding limits, enough to satisfy your client without burdening the case
6. Non-invasive servicing of your account – we won't call you every 15 days for case updates
7. Non-recourse so if you should lose the case, neither you or your client owes us anything
8. Competitive pricing to ensure your client's settlement award isn't left on empty
9. Direct cash disbursement of the legal funding to your client so they don't have to step into your office and interrupt your day to pick up their money.

Sure, we're in the business of helping your clients get the legal funding they need, but in doing so you become our customer as well. That relationship is extremely important to us at Signal Funding.

Our attorney engagement goals are simple: serve your clients, serve you and serve your practice.



If you have a client that needs a pre-settlement cash advance, contact us and we'll do everything we can to help your client with their immediate financial needs, as well as everything we can to make it easy for you to work with Signal Funding.

## Legal Funding Case Servicing That Fits Your Practice.

Your client's case is of the utmost importance to your client, you as their legal counsel, and us at Signal Funding. However, even though we are interested in your client's case, that doesn't mean we want any involvement in the legal aspects of the case. You are the expert there. Our main interest is taking care of your client, specific to the legal funding for their immediate cash needs. That being said, as part of our Attorney Engagement process, so we can keep informed on your client's case, we will contact you periodically, what we call "case servicing," to see how the case is progressing.

Additional aspects of case servicing is settling the client's account after you win the case, and helping the client receive an additional legal funding if their case warrants it.

So, when we mean "non-invasive" contact, we mean it. Specific to any case, likely the only times you'll hear from us are for:

1. Case updates
2. Additional legal funding requested by your client

**Additional Legal Funding** - it isn't uncommon for a client to contact Signal Funding to see if they can receive an additional legal funding on their case. When that occurs, we will contact you to see if there have been any changes to their case, and confer with you if their case would warrant an addition to their existing lawsuit loan.

If you have clients who need an initial pre-settlement funding, please contact us ASAP. We'll do everything we can to ensure they're taken care of.

**Case Pay-Off** - when you win a case, and you're ready to remit funds from the settlement award to Signal, simply call us at 1-800-635-6596, with your client's name and their Signal Funding case number, and we'll provide the final purchase amount.

### Attorney Contact Information:

Local Phone: 847-306-8877

Toll Free: 800-635-1167, ext. 1

### Case Servicing & Payoff:

Call: 800-635-6596

E-mail: servicing@signallegal.com

### Information required to process payoff:

- Client Name
- Case Number

Remittance Address:  
Signal Funding, LLC  
1780 Green Bay Road, Suite 202  
Highland Park, IL 60035

Tweets by SignalFunding

Signal Funding, LLC

1780 Green Bay Road, Suite 202  
Highland Park, IL 60035

Phone: 1-800-635-1167  
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Longshore Act - Workers Comp for Longshoreman and Harbor Workers

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Toxic Torts

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Wrongful Death

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# Exhibit B

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## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this 6th day of August, 2004 (the "Effective Date") by and between Oasis Legal Finance Operating Company LLC, a Delaware limited liability company (the "Company"), and Gary D. Chodes ("Executive").

### WITNESSETH:

WHEREAS, the Company desires to ensure that the unique experience, qualifications and services of Executive will be available to the Company and its parents, subsidiaries and affiliates ("Affiliates"); and

WHEREAS, Executive desires to render services to the Company on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive agree as follows:

1. Nature of Employment. The Company hereby agrees to employ Executive, and Executive hereby agrees to be employed by the Company, as the Chief Executive Officer of the Company. Executive agrees to perform all duties incident to such office of the Company and such other duties not inconsistent therewith as are assigned to Executive from time to time by the Board of Managers of the Company (the "Board").

2. Efforts. Executive shall serve the Company faithfully and use Executive's reasonable best efforts, experience and talents and shall devote Executive's full business time and attention to the Company in such a manner as to best promote the business and interests of the Company and its Affiliates.

3. Term of Employment. The initial term of Executive's employment hereunder shall commence on the Effective Date and continue until the later of the fifth anniversary of the Effective Date or the termination of that certain Master Asset Purchase Agreement or Master Asset Servicing Agreement, dated August 4, 2004, by and between the Company and Laminar Direct Capital, L.P. unless sooner terminated pursuant to Section 8 hereof (the "Initial Term"). Thereafter, this Agreement shall automatically, and without further action, be renewed for successive one year periods (each, a "Renewal Term") on the same terms and conditions unless sooner terminated (a) pursuant to Section 8 hereof or (b) by either party upon written notice given not less than 30 days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. As used herein, "Term" shall mean the Initial Term and any Renewal Term.

4. Compensation. As compensation for the services rendered by Executive to the Company, the Company shall pay to Executive the compensation set forth in this Section 4.

(A) Base Salary. During the Term, Executive shall be entitled to receive a base salary of \$170,000 per annum (the "Base Salary"), payable in substantially equal

installments in accordance with the Company's customary payroll practices (but no less frequently than monthly). Except as otherwise provided in this Agreement, for any payroll period during which Executive is employed by the Company for less than the full payroll period, such installment of Base Salary shall be prorated based upon a fraction, the numerator of which is equal to the number of days Executive was employed by the Company during such period, and the denominator of which is equal to the total number of days in such payroll period. The Base Salary shall be increased to \$190,000 on January 1, 2005, and to \$220,000 on January 1, 2006, and thereafter upon each anniversary of the Effective Date in proportion to the percentage increase of the Consumer Price Index - All Urban Consumers, U.S. City Average, All Items (1982-84 = 100) (the "CPI") from January of the previous calendar year to January of the then current calendar year. In the event that the CPI ceases to be published, the Company, in its reasonable discretion, shall select a comparable replacement index. No decrease in the CPI shall result in a decrease of the Base Salary. All Base Salary shall be payable, plus self-employment tax and less federal and state income tax withholding, other deductions required by law and other customary employee deductions.

5. Benefits; Perquisites. During the Term, Executive may participate, subject to eligibility and other terms, in any employee benefits plans and programs established from time to time by the Company (which benefit plans and programs shall be at least as favorable as those currently being provided) including any medical and dental plans, group health insurance plans, life insurance plans, disability plans (short term and long term to be provided), profit sharing, 401K plans, or from time to time, without limitation, any other benefit programs adopted by the Company. During the Term, the Company shall provide Executive with life insurance coverage equal to twice the amount of the Base Salary, as adjusted over the course of the Term.

6. Vacation. Executive shall be eligible for an amount of paid vacation during each year of the Term consistent with the Company's vacation policy for the senior executives of the Company as in effect from time to time.

7. Expenses. The Company shall pay all reasonable expenses which are actually incurred by Executive on behalf of the Company incident to the discharge and performance of Executive's duties hereunder including, but not limited to, business expenses for travel, as evidenced by vouchers and such other reasonable supporting materials as the Company may require. Reimbursement for such expenses shall be made by the Company in accordance with the Company's expense reimbursement policies in effect from time to time.

8. Termination. Executive's employment hereunder shall terminate upon the first to occur of the following:

(A) The last day of the Term.

(B) The death of Executive.

(C) A termination by the Company for "Cause." For purposes hereof, the term "Cause" means any one or more of the following: (i) Executive's conviction of (or plea of guilty or no contest to) any crime involving the theft or willful destruction of money or other property or Executive's conviction of (or plea of guilty or no contest to) any felony involving moral

furptitude or fraud; (ii) Executive's willful neglect or willful misconduct in the performance of Executive's duties hereunder that results, in either case, in material harm to the business or to the reputation of the Company; or (iii) Executive's intentional failure to perform those legal duties given to Executive by the Board, which are not inconsistent with Executive's position(s) with the Company, following Executive's receipt of written notice of such failure to perform and Executive's failure to remedy such failure to perform within 30 days after receipt of such written notice. No act or failure to act on the part of Executive shall be considered "willful" unless it is done, or omitted to be done, by Executive in bad faith or without reasonable belief that Executive's action or omission was in the best interests of the Company. Cause shall not include the termination of Executive's employment by Executive for Good Reason (as hereinafter defined). The Company shall give Executive written notice of termination for Cause in accordance with Section 15 which specifies in detail the particular action(s) or inaction(s) giving rise to termination for Cause.

(D) Written notice is given by the Company to Executive that Executive is unable, by reason of physical or mental impairment for a period of 90 consecutive days during any 12-month period, to substantially carry out and perform the duties and obligations ordinarily required of Executive as an executive of the Company. If any question arises as to whether Executive is disabled, upon reasonable request therefore by the Board, Executive shall submit to a reasonable medical examination by an independent physician mutually selected by the Company and Executive, for the purpose of determining the existence, nature and extent of any such disability.

(E) Written notice is given by Executive to the Company regarding Executive's termination of employment (i) for Good Reason or (ii) without Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence of one of the following during the Term that continues for 30 business days after written notice thereof from Executive to the Board:

(1) without Executive's express consent, the relocation of Executive's principal place of employment to a location more than 25 miles from Executive's place of employment as of the Effective Date;

(2) without Executive's express consent, assignment to Executive of any material duties inconsistent in any material respect with Executive's position (including titles and reporting relationships), authority, duties or responsibilities as contemplated by this Agreement, or any other action by the Company which results in a significant diminution in such position, authority, duties or responsibilities, in the aggregate with respect to the business conducted by the Company; or

(3) without Executive's express consent, the nonpayment of Executive's Base Salary and benefits following the Company's receipt of written notice of such failure to pay Base Salary and benefits and the Company's failure to remedy such failure to pay such Base Salary and benefits within 15 days after receipt of such written notice;

(F) A termination of Executive's employment by the Company without Cause, upon not less than 60 days' written notice from the Company to Executive.

9. Compensation Upon Termination.

(A) In the event that Executive's employment hereunder is terminated for any reason, the Company shall immediately pay to Executive or Executive's legal representative the Accrued Obligations (as hereinafter defined). For purposes of this Agreement, "Accrued Obligations" shall mean, as of the date of termination of Executive's employment, the sum of (i) Executive's Base Salary through the date of termination to the extent not theretofore paid, (ii) any vacation pay accrued by Executive as of the date of termination (iii) expense reimbursements in accordance with Section 7 to the extent not theretofore paid, and (iv) all other benefits which have accrued as of the date of termination. For the purpose of this Section 9(A), except as provided in this Agreement and any applicable plan, program or policy, amounts shall be deemed to accrue ratably over the period during which they are earned, but no discretionary compensation shall be deemed earned or accrued until it is specifically approved by the Board in accordance with the applicable plan, program or policy.

(B) Except as provided hereinabove, in the event that Executive's employment hereunder is terminated pursuant to Sections 8(C) or (E)(ii), after the Company's payment of the Accrued Obligations, the Company shall have no other obligations to Executive whatsoever.

(C) Except as provided hereinabove, in the event that Executive's employment hereunder is terminated pursuant to Sections 8(B)(i) or (F), after the Company's payment to Executive or Executive's legal representative of the Accrued Obligations, an amount of severance ("Severance") equal to three years of Executive's then current Base Salary, and the continuation of medical and life insurance benefits for three years, the Company shall have no other obligations to Executive whatsoever. Such three-year period is the "Severance Period."

(D) In the event Executive's employment with the Company is terminated pursuant to Sections 8(A), (B) or (D), after the Company's payment to Executive of the Accrued Obligations and an amount equal to three months of Executive's then current Base Salary, benefits, and perquisites set forth in Sections 4, 5 and 6 the Company shall have no other obligations whatsoever.

(E) All payments under this Section 9 shall be payable, plus self-employment tax and less federal and state income tax withholding, other deductions required by law and other customary employee deductions in a lump sum (using no discount) within 15 days after Executive's employment with the Company is terminated.

10. Protection of Confidential Information. Executive recognizes that the Company and its Affiliates have and will continue to develop certain trade secrets, know-how, customer and referral lists, price and quote lists, websites, website designs, records, manuals, correspondence, documents, financial information, reports, client and referral information, employee information, information about Affiliates, employee lists, marketing plans or reports, policies, methods, processes, models, data, techniques, procedures, proposals, discoveries, inventions, software and software plans and designs, services and any other confidential or

proprietary information related to the business of the Company and its Affiliates and their clients (collectively "Confidential Information") and that all Confidential Information is the property of the Company and its Affiliates. Executive agrees that, upon the termination of employment with the Company for any reason, Executive will immediately deliver to the Company all papers, books, manuals, lists, correspondence, documents and materials relating to Confidential Information and any Work Product (as hereinafter defined) of the Company, together with all copies and embodiments of all of the foregoing including, without limitation, electronically stored records, databases, programs, computer disks and computer software, irrespective of whether Executive created the same or was involved with the same. Executive agrees that Executive shall not, during the Term or the five year period thereafter, disclose or use any Confidential Information without the express prior written consent of the Company, except, during the Term, to the extent such disclosure or use is in connection with or related to Executive's good faith performance of the duties of Executive's position or other duties assigned to Executive by the Board. Executive shall take reasonable steps to safeguard Confidential Information and to protect against its disclosure, misuse, espionage, loss and theft. It is understood that Confidential Information does not include any information that is publicly available. Nothing contained in this Agreement shall in any way restrict or impair Executive's right to use or disclose any Confidential Information which: (a) at the time of use or disclosure is generally available to the public through no act of Executive; (b) was in the Executive's possession prior to the time of disclosure and was not acquired, directly or indirectly, from the Company; (c) is made available to the Executive by others who did not acquire such Confidential Information, directly or indirectly, from the Company; or (d) in response to valid order by a court or other governmental body, or as otherwise required by law, or as necessary to establish the rights of either party under this Agreement.

11. Inventions and Innovations. Executive acknowledges that all Work Product is the property of the Company and its Affiliates. Therefore, Executive hereby assigns to the Company all right, title and interest to all patents and patent applications, all inventions, innovation, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (in each case whether or not patentable or reduced to practice), including, without limitation, all computer software and software plans and designs, all copyrights and copyrightable works, all trade secrets, confidential information and know-how, and all other intellectual property rights that are or were conceived, reduced to practice, developed or made by Executive while employed by the Company and that (A) relate to the Company's or any of its Affiliates' actual or anticipated business, research and development or existing or future products or services or (B) are or were conceived, reduced to practice, developed or made using any of equipment, supplies, facilities, assets or resources of the Company or any of its Affiliates (including but not limited to, any intellectual property rights) ("Work Product"). Executive shall promptly disclose such Work Product to the Company and perform all actions reasonably requested by the Company (whether during the Term or after the termination of this Agreement) to establish and confirm the Company's ownership (including, without limitation, executing assignments, consents, powers of attorney, applications and other documents or instruments). In accordance with Section 3 of the Illinois Employee Patent Act, 765 ILCS 1060 §§ 1-3, Executive is hereby advised that Section 11 of this Agreement regarding ownership of Work Product does not apply to, and Executive shall not be required to assign to the Company, any Work Product for which no equipment, supplies, facility, or trade secret information of the Company was used and that was developed exclusively and entirely on Executive's own time unless (A) the Work



Product relates (i) to the Company's business of law firm financing, plaintiff funding or structured settlements, or (ii) to the Company's demonstrably anticipated research or development or (B) the Work Product results from or relates to any work performed by Executive for the Company. Executive further agrees to cooperate in offering testimony regarding the Work Product on behalf of the Company in the United States or in foreign countries.

12. Covenant Not to Compete or Interfere with Business. Executive agrees that while employed by the Company, Executive will not compete with the Company in any way, and that for three years after Executive's employment with the Company is terminated, Executive will not, directly or indirectly, individually or as a shareholder, investor, advisor, partner, member, manager, owner, director, officer, employee, consultant or agent of any corporation, partnership, limited liability company, or any other entity (A) engage in or become involved with any business that offers or provides the products or services in connection with law firm financing, plaintiff funding or structured settlements that are competitive with those (i) offered by the Company or any of its Affiliates or (ii) which the Company or any of its Affiliates has taken substantial steps to enter into, (B) solicit, induce, recruit or hire or attempt to solicit, induce, recruit or hire any employee of the Company or any Affiliate, or cause any employee of the Company or an Affiliate to leave the employ of the Company or any Affiliate, or (C) induce or attempt to induce any customer, developer, client, member, contractor, supplier, licensor, licensee or other business relation of the Company or any of its Affiliates to cease doing business, reduce its business or not increase its business with the Company or such Affiliate or to not grant new business to the Company or such Affiliate, or interfere with the relationship between any such customer, developer, client, member, contractor, supplier, licensor, licensee or business relation and the Company or any of its Affiliates by making any negative statements or communications about the Company or any of its Affiliates; Executive agrees and acknowledges that the restrictions set forth in this Section 12 are fair, reasonable and necessary to protect the legitimate business interests of the Company and Executive, that adequate consideration has been received by Executive for such obligations, and that these obligations do not and will not prevent Executive from earning a livelihood.

13. Enforcement. Executive acknowledges that the protections of the Company set forth in Sections 10, 11 and 12 of this Agreement are of vital concern and essential to the business of the Company. If, at the time of enforcement of any of Sections 10, 11 or 12, a court shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the parties hereto agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by law. Because Executive's services are unique and because Executive has access to Confidential Information and Work Product, the parties hereto agree that the Company would be irreparably harmed and that money damages would not be an adequate remedy for any breach by Executive of Sections 10, 11 or 12 of this Agreement. Therefore, in the event of a breach or threatened breach of this Agreement, the Company or its successors or assigns, in addition to other rights and remedies existing in their favor, shall be entitled to specific performance and/or injunctive or other relief from any court of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security).

14. Partial Enforcement. If any term or condition of this Agreement not covered in Section 13 above, shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition, except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement, shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

15. Notices. All notices and other communications required hereunder shall be in writing and deemed to have been given when (A) personally delivered, (B) one business day after delivery to a nationally recognized overnight courier service, or (C) three days after being mailed by certified mail, postage prepaid, addressed as follows:

If to Executive:	At the address shown on the records of the Company
If to the Company:	Oasis Legal Finance Operating Company LLC 630 Dundee Road, Suite 340 Northbrook, Illinois 60062 Attention: Chief Executive Officer
With a copy to:	Horwood Marcus & Berk Chartered 180 North LaSalle Street Suite 3700 Chicago, Illinois 60601 Attention: Jeffrey A. Hechtman, Esq.

or to such other addresses as either party hereto may request by notice given as aforesaid to the other party hereto.

16. Merger or Reorganization. The Company may assign its rights under this Agreement to any entity which may acquire all or substantially all of the businesses which are then conducted by the Company, or which may acquire substantially all of the assets and businesses of the Company existing at the time of such acquisition, or with or into which the Company may be consolidated or merged, provided, that any such assignment shall be subject to the express terms and conditions of this Agreement.

17. Non-Assignability. This Agreement is personal to Executive and may not be assigned in any manner whatsoever.

18. Benefit. Subject to Sections 16 and 17 above, the rights and covenants of this Agreement shall inure and extend to the parties hereto, their respective heirs, administrators, executors, successors and assigns.

19. Indemnification. Until such time as the operating agreement of the Company is amended to provide mandatory indemnification of the Company's officers and managers, the following provisions shall apply:

(i) The Company shall indemnify and hold Executive and his heirs and estate harmless against any and all expenses (including attorneys' fees and disbursements), judgments, loss, fines, amounts paid in settlement and any other liabilities incurred by reason of the fact that Executive was or is a director, officer, employee or agent of the Company or its Affiliates (as defined herein), or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (collectively, "Expenses"), to the fullest extent permitted by the statutes governing the Company's organization and internal governance (the "Governing Act"). For purposes of this Agreement, "Affiliates" means any other partnership, joint venture, corporation, trust or any other entity or organization directly or indirectly controlled by the Company. The Company shall be deemed to control such Affiliate if the Company possesses the power to direct or cause the direction of management and policies of such Affiliate. The Company will advance to Executive any and all Expenses incurred by Executive in (a) defending any suit or other proceeding to which Executive is, or is threatened to be made, a party by reason of Executive's being (or having been) a director, officer, employee or agent of the Company or its Affiliates, or at the Company's request, being (or having been) a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, (b) prosecuting any suit or other proceeding to enforce Executive's rights under this Agreement and (c) paying in settlement of or as a result of a fine or judgment and any other liabilities incurred by reason of the fact that Executive was or is a director, officer, employee or agent of the Company or its Affiliates (as defined herein), or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The advancement of Expenses shall be made to Executive in immediately available funds within 20 days of the Company's receipt from Executive of (a) a statement reasonably detailing the Expenses for which advancement is requested, and (b) an undertaking by Executive, or on Executive's behalf, to repay such advancement of Expenses if it is ultimately determined by a final judicial decision from which there is no further right to appeal that Executive is not entitled to be indemnified for such Expenses under the Governing Act, as it exists now or hereafter may be amended, this Agreement or otherwise. The indemnification and advancement of Expenses provided by this Section 19 shall inure to the benefit of Executive's heirs and legal representatives.

(ii) Notwithstanding anything in the contrary to this Agreement, the rights granted to Executive by the Company in Section 19(i) shall continue to be valid, binding and enforceable both before and after Executive has ceased to be a director, officer, employee or agent of the Company or its Affiliates or the other corporation, partnership, joint venture, trust or other enterprise for which Executive served in such capacity at the Company's request for as long as Executive may be subject to the claims described in this Section 19. In addition, to the extent Executive is covered by an insurance policy of the Company, Executive shall continue to be entitled to such coverage and shall remain as an insured on such policy both during and after such time as

Executive has ceased to be a director, officer, employee or agent of the Company or its Affiliates or the other corporation, partnership, joint venture, trust or other enterprise for which Executive served in such capacity at the Company's request for as long as Executive may be subject to the claims described in this Section 19.

(iii) Executive shall be presumed to be entitled to indemnification for any act or omission covered in this Section 19. The burden of proof of establishing that Executive is not entitled to indemnification because of the failure to fulfill any legal requirements shall be on the Company.

(iv) The rights to indemnification under this Section 19 shall be in addition to any rights which Executive may now or hereafter have under applicable law, the Certificate of Formation, the Operating Agreement of the Company or any of its Affiliates, under any insurance contract maintained by the Company or any of its Affiliates, or any agreement between Executive and the Company or any of its Affiliates.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the choice of laws provisions of such laws. It is the intent of the parties that this Agreement be deemed to have been prepared by all of the parties and that no party shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

21. Venue and Jurisdiction. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect, arising out of or related to this Agreement shall be litigated only in courts having sites in Cook County, Chicago, Illinois. Each party hereby consents and submits to personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action or proceeding.

22. Titles and Headings. Titles and headings to sections hereof are for the purpose of reference only and do not affect the provisions hereof or the rights of the parties hereto.

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all understandings and agreements, written and oral, between the parties with respect to the subject matter hereof. This Agreement shall not be altered, modified, amended or terminated except by written instrument executed by both parties hereto.

24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all of which, when taken together, shall be considered a single agreement. One or more counterparts of this Agreement may be delivered by facsimile, with the intention that delivery by such means shall have the same effect as delivery of an original counterpart thereof.

25. Further Actions. Whether or not specifically required under the terms of this Agreement, each party hereto shall execute and deliver such documents and take such further actions as shall be necessary in order for such party to perform all of his or its obligations specified herein or reasonably implied from the terms hereof.

26. Survival. The provisions of Sections 10, 11, 12, 13 and 19 shall survive the termination of this Agreement.

27. Waiver. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

28. Construction. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and the pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine or neuter. The headings of the Sections of this Agreement are for reference purposes only and do not define or limit, and shall not be used to interpret or construe the contents of this Agreement.

29. Payment in the Event of Death. In the event payment is due and owing by the Company to Executive under this Agreement upon the death of Executive, payment shall be made to the executor of Executive's estate, in full settlement and satisfaction of all claims and demands on behalf of Executive, including any and all severance benefit payments provided for this Agreement. Such payments shall be in addition to any other death benefits provided by the Company.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement to be duly executed and delivered on the date first above written.

COMPANY:

OASIS LEGAL FINANCE OPERATING  
COMPANY LLC

By: 

Ralph Shayne  
Chief Financial Officer

EXECUTIVE:

  
Gary D. Chodes

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# Exhibit C

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EXECUTION VERSION

SECOND AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT

OF

OASIS LEGAL FINANCE HOLDING COMPANY LLC

(A Delaware Limited Liability Company)

dated as of

June 30, 2011

THE UNITS REFERENCED HEREIN HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. WITHOUT REGISTRATION, THESE SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT ON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE MANAGERS OF THE COMPANY THAT REGISTRATION IS NOT REQUIRED FOR THE TRANSFER, OR THE SUBMISSION TO THE MANAGERS OF THE COMPANY OF OTHER EVIDENCE SATISFACTORY TO THE MANAGERS TO THE EFFECT THAT ANY TRANSFER WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER. ADDITIONALLY, ANY SALE OR OTHER TRANSFER OF UNITS IS SUBJECT TO CERTAIN RESTRICTIONS THAT ARE SET FORTH IN THIS AGREEMENT.



SECOND AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT

OF

OASIS LEGAL FINANCE HOLDING COMPANY LLC

(A Delaware Limited Liability Company)

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Exhibit A: Company, Manager and Member Information  
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**SECOND AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**OASIS LEGAL FINANCE HOLDING COMPANY LLC**

**(A Delaware Limited Liability Company)**

THIS SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, dated as of June 30, 2011, is hereby duly adopted, ratified, confirmed and approved as the Limited Liability Company Agreement of Oasis Legal Finance Holding Company LLC, a Delaware limited liability company (hereinafter defined and referred to as the Company), by the Members.

WHEREAS, the Certificate of Formation of the Company was filed with the Secretary of State of the State of Delaware on October 27, 2010;

WHEREAS, the Members were parties to that certain Second Amended and Restated Limited Liability Company Agreement of Oasis Legal Finance Operating Company LLC (hereinafter defined and referred to as Oasis Operating Company), dated as of December 28, 2007 (as amended prior to the date hereof, the "*Prior Opco LLC Agreement*");

WHEREAS, pursuant to that certain Contribution Agreement, dated as of October 27, 2010, by and among the Members and the Company, the Members contributed all of the issued and outstanding membership interests in Oasis Operating Company to the Company in exchange for membership interests in the Company;

WHEREAS, the Company and the Members entered into that certain Limited Liability Company Agreement of Oasis Legal Finance Holding Company LLC dated as of October 27, 2010, as amended by the Amended and Restated Limited Liability Company Agreement of Oasis Legal Finance Holding Company LLC dated as of December 9, 2010 (the "*Prior Holdco LLC Agreement*"); and

WHEREAS, the parties have agreed to amend and restate the Prior Holdco LLC Agreement to add provisions relating to the Special Units (as defined herein) and otherwise modify the terms by which the Company shall be governed, as provided herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties hereto hereby amend and restate the Prior Holdco LLC Agreement in its entirety as set forth herein;

## ARTICLE I

### DEFINITIONS

**1.1 Definitions.** The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

**"Accountant"** means the certified public accountant or firm of certified public accountants performing accounting functions on behalf of the Company and/or one or more of its Subsidiaries,

**"Act"** means the Delaware Limited Liability Company Act, as the same may be amended from time to time.

**"Adoption Agreement"** has the meaning given to such term in Section 3.2.

**"Affiliate"** means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term **"control"** (including the terms **"controls," "controlled by"** and **"under common control with"**) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting interests or capital stock, by contract or otherwise.

**"Agreement"** means this Second Amended and Restated Limited Liability Company Agreement of the Company as amended from time to time.

**"Agreements"** has the meaning given such term in Section 12.20.

**"Approval of the Managers" or "Approved by the Managers"** means, with respect to the Managers or any referenced group of Managers, the affirmative approval of a majority of such Managers, including the affirmative approval of at least one Investor Manager.

**"Approval of the Members", "Approved by the Members", "Approval of the Common Members" or "Approval by the Common Members"** (or similar terms) means, with respect to the Members or any referenced group of Members (e.g., the Common Members, as to which the term **"Approved by the Common Members"** is used), the affirmative approval of a combination of any of such Members who, in the aggregate, own more than fifty percent (50%) of the referenced class of Units owned by all of such referenced group of Members.

**"Assignee"** means a transferee of all or any portion of a Member's or any other transferor's Units.

**"Attributable Indebtedness"** means, on any date, (a) in respect of any capital lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a capital lease.

**"Bankruptcy"** means, with respect to any Person, that Person's taking or acquiescing in the taking of an action seeking relief under, or advantage of, any applicable debtor relief, liquidation, receivership, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization, or similar law affecting the rights or remedies of creditors generally, as in effect from time to time.

**"Bankruptcy Code"** means the United States Bankruptcy Code (11 U.S.C. Section 101 et seq.), as now or hereafter amended, and any successor statute and any rules and regulations promulgated thereunder.

**"Bayside Credit Agreement"** means that certain Credit Agreement, dated as of December 9, 2010 among Oasis Operating Company, the Company, Oasis Legal Finance and Bayside Finance, LLC, as amended, restated or replaced from time to time.

**"Business Day"** means a day other than a Saturday, Sunday or other day that is a nationally recognized holiday.

**"Call Closing"** has the meaning given to such term in Section 4.9(d).

**"Called Interest"** has the meaning given to such term in Section 4.9(a).

**"Call Notice"** has the meaning given to such term in Section 4.9(c).

**"Capital Contribution"** means any contribution to the capital of the Company in cash, property or services by a Member whenever made as set forth on Exhibit A; provided, however, contributions of property or services to the Company shall only be allowed if Approved by the Managers. The value of any property (other than cash) or services contributed to the Company shall be determined by the Managers in their sole discretion.

**"CEO Manager"** has the meaning given to such term in Section 5.4.

**"Certificate"** means the Certificate of Formation of the Company.

**"Change of Control"** means, (i) a Change of Management, (ii) a sale of substantially all of the Company's assets, or (iii) each and every issue, sale, transfer, pledge or other disposition, directly or indirectly, of Equity Interests or other ownership interests, as applicable, which, after giving effect thereto, results in:

(a) Shaw-Related Parties at any time ceasing to own legally and beneficially (directly or indirectly) less than fifty and one-tenth percent (50.1%) of the Equity Interests of the Company or less than fifty and one-tenth percent (50.1%) of the voting power of the Company; or

(b) with respect to each of the Subsidiaries, the Company ceasing to own legally and beneficially (directly or indirectly) one hundred percent (100%) of the Equity Interests of each of its Subsidiaries; or

(c) with respect to Oasis Group, Gary Chodes, Michael Pekin and/or Ralph Shayne, transferring any Equity Interests in Oasis Group to any Person without the consent of D. B. Shaw, other than transfers (i) without value to members of their Family Group for estate planning purposes and (ii) transfers among Gary Chodes, Michael Pekin and/or Ralph Shayne; or

(d) with respect to Oasis Group, Gary Chodes, Michael Pekin and Ralph Shayne, or members of their Family Group, failing to own a majority of the Equity Interests and voting control of Oasis Group.

*"Change of Management"* means that (i) Gary Chodes or Michael Pekin shall cease at any time to be a Manager of the Company or (ii) Gary Chodes or Michael Pekin shall cease at any time to be the Chief Executive Officer or Executive Vice President, respectively, of the Company; provided, however, such an event shall not constitute a Change of Management for up to ninety (90) days if the Company is diligently working to replace such Person(s) with a successor Approved by the Investor Members in their sole discretion.

*"Claim"* has the meaning given to such term in Section 11.4(a).

*"Code"* means the Internal Revenue Code of 1986, as amended.

*"Common Capital Return Account"* means, with respect to each Common Member, as of any relevant date, an amount equal to such Common Member's Capital Contributions made or deemed made for the purchase of Common Units as set forth on Exhibit A less the aggregate amount of distributions made to such Common Member prior to that relevant date pursuant to Section 7.1(b)(i).

*"Common Member"* means a Member holding Common Units.

*"Common Units"* means equal common units of economic interest with each other and with the rights and liabilities, at any particular time, including, without limitation, rights to vote and rights to distributions (liquidating or otherwise), as provided in this Agreement.

*"Company"* means Oasis Legal Finance Holding Company LLC, a Delaware limited liability company.

*"Company Event"* means the occurrence of any of the following:

(1) Non-Payment. The Company or any Subsidiary fails to pay within five (5) Business Days after the same becomes due any fee due hereunder or any other amount payable under this Agreement, the Master Purchase Agreement, the Master Servicing Agreement or the Laminar Credit Agreement; or

(2) Other Events. The Company or any Subsidiary fails to perform or observe any other covenant or agreement (not specified in clause (1) above) contained in this Agreement, the Master Purchase Agreement, the Master Servicing Agreement or the Laminar Credit Agreement on its part to be performed or observed and such failure continues for thirty (30) days after written notice thereof has been given to the Company by any party thereto or after the Company or any Subsidiary becomes aware, or any Responsible Officer of the Company or any Subsidiary becomes aware, thereof; or

(3) Representations and Warranties. Any representation, warranty, certification or statement of fact made by the Company or any Subsidiary herein, in the Master Purchase Agreement, in the Master Servicing Agreement, or in any Loan Document (as defined in the Laminar Credit Agreement) shall be materially incorrect or materially misleading when made or deemed made; or

(4) Defaults on Indebtedness. The Company or any Subsidiary (A) fails after all applicable grace periods to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Threshold Amount, or (B) fails to observe or perform any other agreement relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or any Guarantee to become payable or cash collateral in respect thereof to be demanded; or

(5) Insolvency Proceedings, Etc. The Company or any Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding; or



(6) Inability to Pay Debts; Attachment. (A) The Company or any Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (B) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of the Company or any Subsidiary and is not released, vacated or fully bonded within thirty (30) days after its issue or levy; or

(7) Judgments. There is entered against the Company or any Subsidiary (A) a final judgment or order for the payment of money in an aggregate amount exceeding \$500,000 (to the extent not paid or covered by indemnification or independent third-party insurance as to which the insurer does not dispute coverage), or (B) any one or more non-monetary final judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, in either case, (x) enforcement proceedings are commenced by any creditor upon such judgment or order, or (y) there is a period of thirty (30) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(8) ERISA. An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of the Company, any Subsidiary or any ERISA Affiliate under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of the Threshold Amount, or the Company, any Subsidiary or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of the Threshold Amount; or

(9) Change of Control. A Change of Control occurs.

"*Company Parties*" means, collectively, the Oasis Group, the Employee Members, the Employee Managers (including the CEO Manager), any officer of the Company including those appointed pursuant to Section 5.10, and all employees of the Company and/or one or more of its Subsidiaries.

"*Compensation Committee*" has the meaning given to such term in Section 5.8(g)(ii).

"*Conforming Asset File Requirements*" means those elements of information required to be obtained and documented with respect to each Plaintiff Funding as set forth in the Guidelines, as the same may be amended from time to time with the Approval of the Managers, or, in the absence of Guidelines, as Approved by the Managers.

"*Converted Entity*" has the meaning given to such term in Section 5.11(b).

"*Covered Person*" means each of D. E. Shaw, Laminar, David B. Shaw, any other Shaw-Related Party, and any officer, director, agent, liquidator, partner, stockholder, manager, member, or employee of any of the foregoing (excluding, however, the Company Parties).

"*Damages*" has the meaning given to such term in Section 11.4(a).

**"Debtor Relief Laws"** means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

**"D. E. Shaw"** means Side Pocket 5 and its successors and assigns.

**"Disability"** means, with respect to any Natural Person Member, the mental or physical inability to perform fully the duties of an employee of the Company and/or one or more of its Subsidiaries based upon an examination by a physician reasonably acceptable to the Company, which disability has continued for more than ninety (90) consecutive days, and is expected by the physician to continue indefinitely.

**"Dollar"** and **"\$"** mean lawful money of the United States.

**"Drag-Along Notice"** has the meaning given to such term in Section 4.5.

**"Eligible Plaintiff Funding"** means Plaintiff Fundings that (a) have been Approved by the Managers or the Investment Committee on a case by case basis or (b) satisfy all applicable requirements set forth in any Guidelines adopted by the Managers with respect to Plaintiff Fundings.

**"Employee Benefit Plan"** means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by the Company, any of its Subsidiaries or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

**"Employee Managers"** has the meaning given to such term in Section 5.4.

**"Employee Members"** means Gary Chodes, Michael Pekin, Ralph Shayne and any other Members that are also employees of the Company and/or one or more of its Subsidiaries.

**"Employees"** has the meaning given such term in Section 11.5(d).

**"Entity"** means any joint venture, general partnership, limited partnership, limited liability company, corporation, trust, business trust, cooperative, association or other incorporated or unincorporated entity.

**"Equity Interests"** means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such securities (or such other

interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"ERISA" means the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Company within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"ERISA Event" means: (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Company or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Company or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of an Employee Benefit Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Company or any ERISA Affiliate.

"Excused Person" has the meaning given to such term in Section 11.1(h).

"Exempt Persons" has the meaning given to such term in Section 11.3.

"Fair Market Value" means the amount agreed upon between the seller and the buyer of the Membership Interest, or if no such agreement is reached within thirty (30) days of the event giving rise to the right to purchase, the parties shall, within thirty (30) days of the event giving rise to the right to purchase, hire an independent, mutually agreed upon, appraiser experienced in valuing companies such as the Company, whose costs shall be paid ½ by the seller and ½ by the buyer (unless, after such appraiser's determination, the Company either does not exercise or waives its rights to purchase the Called Interest with respect to which such determination has been made, in which case such costs shall be paid entirely by the Company) and whose determination (i) shall be made within ninety (90) days of the hiring of such appraiser, (ii) shall be made based upon the amount such Member would receive as a result of owning such Units under a hypothetical sale of all the assets of the Company that would constitute the sale of the Company Business in an arms length transaction without premium or discount followed by a liquidating distribution of the Net Cash Proceeds from such transaction to the Members pursuant to Section 7.1 (provided, however, that appropriate discount in the fair market value shall be made with respect to Restricted Units), and (iii) shall be final.

**"Family Group"** means, with respect to any Natural Person Member, such individual's spouse and descendants (whether natural or adopted) and any Entity established and maintained solely for the benefit of (or the sole equityholders of which are) such individual, such individual's spouse and/or such individual's descendants.

**"FirstMerit Credit Agreement"** means that certain Second Amended and Restated Credit Agreement dated as of May 18, 2011 (as amended, restated or replaced from time to time) among Oasis Operating Company, Oasis Legal Finance, FirstMerit Bank, N.A., as Administrative Agent, and the Lenders from time to time party thereto.

**"Fiscal Year"** means the Company's fiscal year, which shall end on December 31 of each calendar year.

**"Fully-Exercising Member"** has the meaning given to such term in Section 4.4.

**"GAAP"** means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

**"Governmental Authority"** means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

**"Gross Receipts"** means all revenues received by the Company and its Subsidiaries from the operation of their business attributable to a particular period as determined in accordance with the cash-basis method of accounting, and including any cash Capital Contributions, loans from Members and third parties, and other amounts paid by Members and third parties to the Company.

**"Guarantee"** means, as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or

performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"*Guidelines*" means the underwriting and quality control standards and procedures with respect to Plaintiff Fundings that may be initiated, acquired or owned by the Company or any of its Subsidiaries, which standards and procedures are currently set forth in Exhibit D attached hereto, as the same may be amended from time to time with the Approval of the Managers.

"*Hurdle Amount*" means, with respect to each Common Unit held by a Common Member and issued pursuant to a Plan, an amount determined by the Managers as of the time immediately prior to, and in connection with, the issuance of such Common Unit, which amount shall be the aggregate amount of the cash which would be available for distribution with respect to a Common Unit pursuant to Section 7.1(b)(ii) (assuming a Hurdle Amount of zero) computed as if all Company property was disposed of for cash proceeds equal to its fair market value, such proceeds were used to pay or discharge all Company indebtedness and the balance thereof was available for distribution to the Members pursuant to Section 7.1, all as determined in good faith by the Managers, acting on behalf of the Company. A separate Hurdle Amount shall be determined for each issuance of Common Units pursuant to a Plan. The respective Hurdle Amounts for each Common Unit issued pursuant to a Plan and held by Common Members as of the date hereof are set forth on Exhibit A.

"*Implied Equity Value*" has the meaning given such term in Section 4.7(d).

"*Indebtedness*" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guarantees, surety bonds and similar instruments;
- (c) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business and, in each case, not past due for more than ninety (90) days after the date on which such trade account payable was created);

(d) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(e) the principal portion of capital leases and Synthetic Lease Obligations; and

(f) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any capital lease or Synthetic Lease Obligation as of any date shall be deemed to be the amount of Attributable Indebtedness in respect thereof as of such date.

*"Indemnitees"* has the meaning given to such term in Section 11.4(a).

*"Investment Committee"* has the meaning given to such term in Section 5.8(g)(i).

*"Investor Managers"* has the meaning given to such term in Section 5.4.

*"Investor Members"* means D. E. Shaw, Laminar and any transferee of the Units held by D. E. Shaw or Laminar.

*"Laminar"* means SPV Capital Funding, L.L.C., successor in interest to Laminar Direct Capital L.P., and its successors and assigns.

*"Laminar Credit Agreement"* means the Second Amended and Restated Credit Agreement dated the date hereof among Oasis Operating Company, the Company and Laminar, as such agreement may be amended from time to time.

*"Laws"* means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, authorizations and permits of, and agreements with, any Governmental Authority, in each case having the force of law.

*"Lien"* means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

**"Loss-of-Control Event"** means with respect to any Natural Person Member, any Bankruptcy of such Member's spouse or event related to death of a spouse of such Member or divorce of such Member that results in that Member no longer having full and exclusive voting power with respect to his or her Membership Interest. In the event that any Natural Person Member Transfers all or any part of his or her Membership Interest pursuant to Section 4.3(a)(iii) and, thereafter, a Loss-of-Control Event occurs with respect to such Natural Person Member, the Transferee or Transferees of such Natural Person Member's Membership Interest shall be obligated to sell such Membership Interest pursuant to Section 4.9. The applicable Member agrees to notify the Company in writing within ten (10) Business Days of the occurrence of a Loss-of-Control Event.

**"Majority"** means, with respect to the Managers or any referenced group of Managers, a combination of any of such Managers constituting more than fifty percent (50%) of the number of Managers, or Managers of such referenced group, as applicable, who are then elected and qualified.

**"Manager"** means each Person designated as a Manager on Exhibit A or any other Person or Persons that succeed such Person or Persons in that capacity or are elected to act as additional Managers of the Company as provided herein.

**"Master Purchase Agreement"** means the Master Asset Purchase Agreement, dated as of August 6, 2004, by and between Oasis Operating Company and Laminar Direct Capital L.P., as amended from time to time.

**"Master Servicing Agreement"** means the Amended and Restated Master Asset Servicing Agreement, dated as of February 22, 2007, by and between Oasis Operating Company and Laminar Direct Capital L.P., as amended from time to time.

**"Material Adverse Effect"** means (a) a material adverse effect on the properties, assets, liabilities (actual or contingent), business, operations, prospects, income or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole, (b) a material impairment of the ability of the Company to perform its obligations under the Master Purchase Agreement, the Master Servicing Agreement, Laminar Credit Agreement or this Agreement, (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Company of this Agreement, the Master Purchase Agreement, the Master Servicing Agreement, or the Laminar Credit Agreement, (d) a Change of Management, or (e) an event or condition that would prevent or impair the Company and its Subsidiaries from conducting a material portion of their respective businesses as conducted or proposed to be conducted in any jurisdiction.

**"Maximum Lawful Rate"** means the maximum lawful, non-usurious rate that may be charged, collected or received on a particular loan under applicable laws.

**"Member"** means each Person designated as a member on Exhibit A or any other Person admitted as a member of the Company pursuant to this Agreement, each in the capacity as a member of the Company.

"Member-Seller" has the meaning given to such term in Section 4.9(a).

"Membership Interest" means, with respect to any Member at any time, the entire equity interest (or "limited liability company interest" as that term is used in the Act) of that Member in the Company and all rights and liabilities associated therewith, including that Member's Units.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Company or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Natural Person Member" means a Member who is a natural person.

"Net Cash Flow" means, with respect to any particular period, the amount by which Gross Receipts during that period plus cash reserves of the Company and its Subsidiaries from the previous period exceed Operating Expenses for that period, to the extent the Managers determine that cash is not otherwise required for Company purposes, including the establishment or continuation of a reasonable working capital reserve for the Company and its Subsidiaries as determined by the Managers.

"Net Cash Proceeds" means the amount of gross proceeds from the sale, condemnation or refinancing of all or any portion of the assets of the Company and its Subsidiaries (including, without limitation, the proceeds from any liquidation or deemed liquidation of the Company and its Subsidiaries), after payment of, or reserve for, liabilities of the Company and its Subsidiaries, including, without limitation, expenditures directly attributable to that sale, condemnation or refinancing.

"New Securities" means any Membership Interest or other new securities issued by the Company after the date of this Agreement, including, without limitation, additional Units, securities convertible into or exchangeable for additional Units, profits interests, phantom units and any options, warrants or rights to purchase or subscribe for additional Units or securities convertible into or exchangeable for additional Units; provided that New Securities shall not include the following:

(i) Common Units and/or Special Units issued pursuant to any Plan, award or as otherwise Approved by the Managers; or

(ii) Units issued on a pro rata basis to all holders of such class as a Unit dividend or upon any Unit split or other subdivision of Units, in all cases Approved by the Managers.

"New Securities Purchase Agreement" has the meaning given to such term in Section 4.4.

"Oasis Group" has the meaning set forth in the preamble of this Agreement.



**"Oasis Legal Finance"** means Oasis Legal Finance, LLC, a Delaware limited liability company, and indirect wholly-owned Subsidiary of the Company.

**"Oasis Operating Company"** means Oasis Legal Finance Operating Company LLC, a Delaware limited liability company, and wholly-owned Subsidiary of the Company.

**"Operating Company Business"** means Oasis Operating Company's business of providing, making and servicing Eligible Plaintiff Fundings.

**"Operating Expenses"** means, with respect to any particular period, all cash expenditures of any kind or nature incurred by the Company and its Subsidiaries during that period, as determined in accordance with the cash-basis method of accounting, including, without limitation, debt service, fees, management fees and capital improvements of the Company and its Subsidiaries.

**"Other Lines of Business"** means any business other than the Operating Company Business that, with the Approval of the Managers, the Oasis Operating Company engages in from time to time, including (i) settlements in which a defendant agrees to pay periodic sums to the plaintiff for a specified time ("Structured Settlements"), (ii) lottery buyouts, (iii) lead generation for other consumer and professional products (e.g. vehicle service contracts, consumer installment loans, insurance, mortgages and reverse mortgages, debt settlement services, gold into cash, pawn services, attorney referral services, tax preparation services and software, travel programs, fractional ownership and time share sales and rentals, identity theft and credit repair) and (iv) other ancillary services related to Eligible Plaintiff Fundings and Structured Settlement consumers, such as expedited delivery fees, documentation and processing fees, and other services consistent with such transactions.

**"PBGC"** means the Pension Benefit Guaranty Corporation.

**"Pension Plan"** means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by the Company or any ERISA Affiliate or to which the Company or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five (5) plan years.

**"Person"** means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of that person where the context so requires.

**"Plaintiff Fundings"** means fundings made to and purchases of interests owned by, in each case, plaintiffs, appellants and claimants, in anticipated litigation, arbitration and/or workers compensation resolutions prior to the receipt of funds, by Oasis Operating Company or Oasis Legal Finance.

**"Plan"** means any restricted Unit/Unit option/issuance plan under which the Company may issue options, restricted units and/or rights to purchase Common Units, rights in respect of

Common Units (including profits interests or phantom units) and/or Common Units to Plan Participants, including, without limitation, the 2007 Restricted Common Unit Plan (as amended to apply to the Company rather than Oasis Operating Company).

**"Plan Participant"** means the employees, consultants of, Managers and/or other persons associated with the Company and/or one or more of its Subsidiaries that receive awards under a Plan.

**"Preferred Capital Return Account"** means, with respect to each Preferred Member, as of any relevant date, an amount equal to such Preferred Member's Capital Contributions for the purchase of Preferred Units less the aggregate amount of distributions made to such Preferred Member prior to that relevant date pursuant to Section 7.1(a)(i).

**"Preferred Members"** means Members holding Preferred Units.

**"Preferred Units"** means any New Securities issued with a liquidation preference or other preferred return characteristics.

**"Prime Rate"** means the rate of interest per annum quoted in the "Money Rates" section of The Wall Street Journal from time to time and designated as the "Prime Rate". If such prime rate, as so quoted, is split between two or more different interest rates, then the Prime Rate shall be the highest of such interest rates. If such prime rate shall cease to be published or is published infrequently or sporadically, then the Prime Rate shall be determined by reference to another base rate, prime rate or similar leading rate index, generally accepted on a national basis, as selected by Investor Members in their sole and absolute discretion.

**"Pro Rata"** means, with respect to any specified group of Units, the ratio determined by dividing (a) the respective Units of Members to whom a particular provision of this Agreement is stated to apply, by (b) the aggregate of the same Units of all Members to whom that provision is stated to apply.

**"Property"** means all of the tangible and intangible assets of the Company. Unless the context otherwise requires, "Property" shall include all of the tangible and intangible assets of the Company's Subsidiaries.

**"Redemption Notice"** has the meaning given to such term in Section 4.7(b).

**"Redemption Price"** has the meaning given to such term in Section 4.7(d).

**"Released Units"** means Common Units held by an Employee Member that are not subject to forfeiture or repurchase upon the happening of certain events pursuant to a Restricted Common Unit Award Agreement or other agreement between such Employee Member and the Company, other than this Agreement.

**"Reportable Event"** means any of the events set forth in Section 4043(c) of ERISA, other than events for which the thirty (30) day notice period has been waived.

**"Responsible Officer"** means the chief executive officer, president, vice president, chief financial officer, treasurer or corporate controller of the Company.

**"Restricted Unit Award Agreement"** means an agreement between the Company and an Employee Member providing for the issuance of Units under a Plan.

**"Restricted Units"** means Common Units held by an Employee Member that are subject to forfeiture or repurchase upon the happening of certain events pursuant to a Restricted Common Unit Award Agreement or other agreement between such Employee Member and the Company, other than this Agreement.

**"Right to Maintain"** has the meaning given to such term in Section 4.4.

**"Selling Member"** has the meaning given to such term in Section 4.5.

**"Senior Debt Agreements"** means the Bayside Credit Agreement and the FirstMerit Credit Agreement.

**"Services"** has the meaning given to such term in Section 11.2.

**"Shaw-Related Parties"** means D. E. Shaw, Laminar and any other entities directly or indirectly affiliated with D. E. Shaw or with David E. Shaw, including subsidiaries of and entities that are Affiliates of D. E. Shaw or David E. Shaw, investment vehicles to which investment management services are provided by any of the foregoing, and the respective employees (including, without limitation, David E. Shaw) of any of the foregoing; provided, however, that the term Shaw-Related Parties does not include the Company Parties.

**"Side Pocket 5"** means D. E. Shaw Composite Side Pocket Series 5, L.L.C., or any transferee of Units held by D. E. Shaw Composite Side Pocket Series 5, L.L.C.

**"Special Units"** means non-voting Units of economic interest having the rights and liabilities provided in this Agreement.

**"Special Unit Holders"** means Gary Chodes and Michael Pekin.

**"Spouse's Interest"** has the meaning given to such term in Section 4.9(b).

**"Subsidiary"** means any corporation or other entity of which more than fifty percent (50%) of the issued and outstanding Equity Interests entitled to vote for the election of directors or persons performing similar functions (other than by reason of default in the payment of dividends or other distributions) is at the time owned directly or indirectly by the Company.

**"Substitute Member"** has the meaning set forth in Section 3.3.

"*Synthetic Lease Obligation*" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"*Tag-Along Notice*" has the meaning set forth in Section 4.6.

"*Threshold Amount*" means \$250,000.00.

"*Transaction*" has the meaning given to such term in Section 4.7(a).

"*Transfer*", or derivations thereof, of a Membership Interest, or any part thereof, means, as a noun, the transfer, sale, assignment, exchange, pledge, encumbrance, hypothecation, creation of any lien or security interest in or other disposition of a Membership Interest, or any part thereof, directly or indirectly, and as a verb, voluntarily or involuntarily to transfer, sell, assign, exchange, pledge, encumber, hypothecate, create any lien or security interest in or otherwise dispose of.

"*Transfer Notice*" has the meaning set forth in Section 4.6.

"*Trigger Event*" means, with respect to any Member, (i) the death of that Member; (ii) the Disability of that Member; (iii) the Bankruptcy of that Member; or (iv) if such Member is an Employee Member, the termination of employment of a Member from the Company or any of its Subsidiaries for any reason; provided, however, that the death or Disability of an Employee Member after termination of employment with the Company or any of its Subsidiaries for any reason shall not be deemed to be a Triggering-Event. The applicable Member agrees to notify the Company in writing within three (3) Business Days of the occurrence of Bankruptcy.

"*Units*" means the Preferred Units, the Common Units and the Special Units.

**1.2 Other Definitional Provisions.** All terms used in this Agreement that are not defined in this ARTICLE I have the meanings given to such terms elsewhere in this Agreement. Defined terms used herein in the singular shall import the plural and vice versa. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and, except as otherwise expressly provided herein, all financial data required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time.

## ARTICLE II

### FORMATION

**2.1 Name and Formation.** The name of the Company is "Oasis Legal Finance Holding Company LLC." All business of the Company must be conducted in that name or in one or more other names that comply with applicable law. The Company was formed as a

limited liability company upon the filing of the Certificate with the Secretary of State of the State of Delaware pursuant to the Act.

**2.2 Principal Place of Business.** The principal offices and places of business of the Company are set forth on Exhibit A. The Company may locate its place of business and principal office at any other place or places as the Managers may from time to time deem necessary or advisable.

**2.3 Registered Office and Agent.** The registered office and registered agent of the Company shall be the registered office and registered agent named in the Certificate and set forth on Exhibit A. The Company may change the registered office and registered agent as the Managers may from time to time deem necessary or advisable.

**2.4 Duration.** The period of duration of the Company is perpetual from the date the Certificate was filed with the Secretary of State of Delaware, unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

**2.5 Purposes and Powers.** The purposes for which the Company is organized are (i) to own 100% of the Equity Interests of Oasis Operating Company, and (ii) and to transact any or all other lawful business Approved by the Managers for which limited liability companies may be organized under the Act. The Company shall have any and all powers that are necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the Act. The Company shall carry out the foregoing activities pursuant to the arrangements set forth in the Certificate and this Agreement.

**2.6 [Reserved]**

**2.7 [Reserved]**

**2.8 No State-Law Partnership.** Unless otherwise determined by the Managers, the Managers and the Members intend that (i) the Company not be a partnership (including, without limitation, a limited partnership) or joint venture for purposes of state laws, (ii) no Member or Manager shall be considered a partner or joint venturer of any other Member or Manager, for any purposes, and (iii) this Agreement may not be construed to suggest otherwise. This Section 2.8 does not prohibit a Member or Manager, in his individual or independent capacity, from being associated with another Member or Manager in another Person.

### ARTICLE III

#### MEMBERSHIP

**3.1 Members.** In consideration and recognition of Laminar, an Affiliate of D. E. Shaw, agreeing to the amendments and other actions contemplated by the Laminar Credit Agreement (including, without limitation, extending the maturity date thereunder, eliminating all cash payments of interest thereunder, structurally subordinating the Indebtedness thereunder to the Indebtedness under each of the Senior Credit Agreements, agreeing to further contractually

subordinate the Indebtedness thereunder to the Indebtedness under each of the Senior Credit Agreements, releasing all liens securing the Indebtedness thereunder and releasing Oasis Operating Company and Oasis Legal Finance as obligors with respect to the Indebtedness thereunder), each of Oasis Group and each Employee Member hereby agrees that certain of the Common Units held by such Member immediately prior to the effectiveness of the amendment and restatement of the Prior Holdco LLC Agreement as of December 9, 2010 shall be, as of December 9, 2010, contributed to the capital of the Company, and that immediately after such contribution the Company shall issue (and the Company hereby does issue) Common Units to Laminar, such that after giving effect to such actions the Units held by the Members as of December 9, 2010 shall be as set forth on Exhibit A. Each Member hereby (a) consents to the capital contribution and issuance of Common Units as set forth above in this Section 3.1, (b) consents to Laminar being admitted to the Company as a Member as of December 9, 2010, (c) agrees that Laminar will be deemed to have contributed \$0.53 per Common Unit for the Common Units issued to it pursuant to this Section 3.1 and (d) agrees that, to the extent any of the actions referred to in this Section 3.1 are contrary to any provision or requirement contained in the Prior Holdco LLC Agreement or this Agreement (including without limitation Section 4.4 in each Agreement regarding Rights to Maintain), such provision or requirement is hereby waived.

The Members as of the date of this Agreement are set forth on Exhibit A. Each Natural Person Member will cause his or her spouse to execute and deliver to the Company the Spouse's Agreement in the form attached hereto as Exhibit B.

**3.2 Additional Members.** Additional Persons may be admitted to the Company as Members on the terms and conditions as determined with the Approval of the Common Members. The provisions of this Section 3.2 shall not apply to (a) Transfers of Membership Interests by Investor Members to Affiliates (and, with respect to any Shaw-Related Party, any Transfers to other Shaw-Related Parties) or (b) the admission of Plan Participants acquiring Common Units or restricted Common Units as Common Members. Any Person seeking to become a Member shall (a) sign an Adoption Agreement in the form attached hereto as Exhibit C ("Adoption Agreement") pursuant to which such Person agrees to become a party to and to be bound by the terms of this Agreement; and (b) satisfy any additional conditions and agree to any additional terms determined with the Approval of the Managers, in their sole discretion, including without limitation the requirement to sign any additional documentation and to make additional representations, warranties and covenants.

**3.3 Substitute Member.** No Assignee (other than a Shaw-Related Party) shall have the right to become a substitute Member (a "Substitute Member") upon Transfer of any Units to it unless all the following conditions are satisfied:

(a) Such Assignee shall have received the requisite approvals as provided in Sections 3.2 and 5.11(d);

(b) The Member and the Assignee shall have executed and acknowledged such other instruments and taken such other action as the Managers shall deem

reasonably necessary or desirable to effect such substitution, including, without limitation, the execution by the Assignee of an Adoption Agreement;

(c) The conditions set forth in Section 4.1 shall have been satisfied, and, if requested by the Managers, the Member or the Assignee shall have obtained an opinion of counsel satisfactory to the Managers; and

(d) The Member or the Assignee shall have paid to the Company such amount of money as is sufficient to cover all expenses incurred by or on behalf of the Company in connection with such substitution.

Notwithstanding the foregoing, any Assignee that is a Shaw-Related Party shall, upon the acquisition of any Units, become a Member of the Company without any further action on the part of any Member, any Manager, such Assignee or the Company, other than the execution and delivery to the Company of an Adoption Agreement.

### 3.4 Assignee's Rights.

(a) Unless an Assignee becomes a Substitute Member in accordance with the provisions of Section 3.3, it shall not be entitled to any of the rights (including voting rights) granted to a Member hereunder or under the Act, other than the right to receive the share of distributions and any other economic rights attributable to the Transferred Units.

(b) Any Member that Transfers all of its Units in compliance with the requirements of this Agreement shall cease to be a Member.

3.5 **Tax Matters.** It is the intention of the Members that the Company shall be treated as an association taxed as a corporation for U.S. federal, state and local income tax purposes and shall take all actions necessary to effect such treatment including making or causing to be made any elections required under applicable law. The Members hereby authorize any Manager to cause such election to be timely made, effective as of the formation of the Company. Each Member and the Company shall file all tax returns, and otherwise take all tax positions, in a manner consistent with such treatment. Neither the Members nor the Company shall revoke or cause to be revoked any election under Treasury Regulation Section 301.7701-3(c) (or any comparable provisions of state or local law) to treat the Company as an association taxable as a corporation for federal, state or local income tax purposes unless such election is Approved by the Managers and each of the Members.

3.6 **Information.** In addition to the other rights specifically set forth in this Agreement, each Member is entitled to all information to which that Member is entitled to have access pursuant to the Act, under the circumstances therein stated; provided, however, that (i) the Managers shall have the right to keep confidential from Members, for such period of time as the Managers deem reasonable, any information which the Managers reasonably believe to be in the nature of trade secrets, or other information the disclosure of which the Managers in good faith believe is not in the best interest of the Company or could damage the Company or its business

or which the Company is required by law or by agreement with a third party to keep confidential; provided, however, that so long as such Member is subject to a confidentiality agreement in a form acceptable to a Majority of the Managers, the Company may not withhold from disclosure or preclude access by any Member to the Company's financial statements, a list of the other Members and their respective interests in the Company or such other information as the Members are entitled to examine pursuant to Section 8.4; and (ii) any request for inspection by any Member shall be in writing and shall state the purpose of such demand. Notwithstanding the foregoing, all books, records, and property of any Member and/or of any Affiliates of such Member shall not be open to inspection by the Company or any other Member.

**3.7 Lack of Authority.** Except as otherwise provided in this Agreement, no Member (unless that Member is also a Manager or an officer and is acting in that capacity pursuant hereto) has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company or to incur any expenditures on behalf of the Company.

**3.8 Liability to Third Parties.** Except as expressly required otherwise under applicable law, the debts, obligations, and liabilities of the Company (whether arising in contract, tort, or otherwise) shall be solely the debts, obligations, and liabilities of the Company, and no Member will be obligated personally for any such debt, liability, or obligation of the Company solely by reason of being a Member. Nothing in this Agreement, however, shall limit the personal liability of any Member of the Company (in such capacity) for its own obligations under this Agreement or under any separate agreement between such Member on one hand and the Company on the other hand.

**3.9 Withdrawal.** No Member has the right to withdraw or receive a return of capital or any other payments upon a withdrawal from the Company as a Member without the Approval of the Common Members to permit that withdrawal, except as permitted or required under the express provisions of this Agreement.

**3.10 Compensation.** Except as provided in this Agreement, without the Approval of the Managers, no compensation shall be paid by the Company to any Person in his capacity as a Member. This Section 3.10 shall not be construed to preclude any Member from receiving distributions from Net Cash Flow or Net Cash Proceeds as provided in this Agreement.

#### ARTICLE IV

##### TRANSFERS/ISSUANCES OF MEMBERSHIP INTERESTS

**4.1 Transfer Restriction.** Except as provided in Section 4.3, Section 4.5, Section 4.6, Section 4.7, or Section 4.9, any Restricted Common Unit Award Agreement or other agreement providing for the forfeiture to the Company of Common Units or repurchase of Common Units by the Company under certain conditions, no Member or Assignee may Transfer, whether in whole or in part and whether voluntarily or, to the fullest extent permitted by applicable law, involuntarily, in any manner whatsoever all or any part of his, her or its Units unless (i) the Transfer has been Approved by the Common Members in their sole discretion and (ii) such Transfer would not result in a violation of applicable law, including U.S. federal or state



securities laws, or any term or condition of this Agreement. To the fullest extent permitted by law, any purported Transfer by a Member or any Assignee that is not in compliance with this Agreement is hereby declared to be null and void and of no force or effect whatsoever. Unless otherwise determined with Approval of the Common Members in their sole discretion, a Transfer in violation of this Agreement of any or all of the Units of a Member shall cause such Member to cease to be, and cease to have the rights of, a Member and such Member shall be and become an Assignee; provided, however, that such Member shall not thereby be relieved of its obligations under this Agreement and the Act.

**4.2 Issuance Restriction.** Without the Approval of the Common Members in their sole discretion, the Company may not issue any New Securities. Any purported issuance of New Securities by the Company that is not in compliance with this Agreement is hereby declared to be null and void and of no force or effect whatsoever.

**4.3 Permitted Transfers.**

(a) Anything to the contrary in this Agreement notwithstanding,

(i) Transfers from Shaw-Related Parties to other Shaw-Related Parties shall be permitted without restriction at any time and from time to time in the sole discretion of such Persons;

(ii) Transfers by any Member (including any Shaw-Related Party) of Preferred Units will be permitted without restriction subject only to compliance with applicable securities laws; and

(iii) Transfers of Released Units by a Member for no consideration to members of his or her Family Group for estate planning purpose shall be permitted, provided, however, that (A) no member of such Member's Family Group shall become a Substitute Member hereunder except as provided in Section 3.3 and (B) the Transferee shall agree in writing to be bound by the terms of this Agreement with respect to such Transferred Released Units.

(iv) Transfers by a Shaw-Related Party (1) pursuant to a pledge or grant of a security interest to a bank or other funding source, or any trustee or agent therefor, in support of obligations owing by such Shaw-Related Party to such Persons and (2) by any Shaw-Related Party which is a fund pursuant to a pledge, or grant of a security interest, to its trustee in support of its obligations to its trustee; provided that, no pledge or grant of a security interest shall release the transferor Shaw-Related Party from any of its obligations hereunder.

(v) Special Units may only be Transferred as provided in Section 4.7.

(b) To the extent that any other Transfer is expressly permitted pursuant to this ARTICLE IV,

(i) No Assignee shall be admitted as a Substitute Member except as provided in the provisions of Section 3.3; and

(ii) The Company and the Managers shall be entitled to treat the record owner (on the books of the Company) of any Membership Interest as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written instrument of assignment of such Membership Interest has been received and accepted by the Managers and recorded on the books of the Company.

**4.4 Pre-Emptive Rights of Common Members.** The Company hereby grants to the Investor Members, the Oasis Group and the Employee Members then employed by the Company the right to purchase the percentage of New Securities equaling their Pro Rata share of Common Units, which the Company may from time to time propose to sell and issue (such right, the "Right to Maintain"). In the event that the Company proposes to undertake an issuance of New Securities, it shall give each such Member written notice of its intention, describing the type of New Securities, the price, and the general terms upon which the Company proposes to issue the same. Each such Member shall have thirty (30) days after receipt of such notice to agree to purchase all or a portion of its Pro Rata share of the New Securities at the price and upon the terms specified in the notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased. The Company shall promptly, in writing, provide notice to each Member that elects to purchase all the New Securities available to it (a "Fully-Exercising Member") of any other Member's failure to do likewise. During the fifteen (15) calendar day period commencing after such notice is given, each Fully-Exercising Member may elect to purchase that portion of the New Securities for which Members were entitled to subscribe but that were not subscribed for by the Members that is equal to the proportion that the number of Common Units then held by such Fully-Exercising Member bears to the total number of Common Units then held by all Fully-Exercising Members who wish to purchase some of the unsubscribed New Securities. In the event that the Right to Maintain is not exercised by either Oasis Group and/or one or more Employee Members, then Oasis Group and the Employee Members, if they are Fully-Exercising Members, shall have the first right in priority over the rights of the Investor Members to oversubscribe and purchase the New Securities not subscribed by Oasis Group and/or one or more Employee Members. In the event that the Members fail to exercise in part or in full the Right to Maintain within the thirty (30) day period specified above (and, if applicable, the additional fifteen (15) day period for Fully-Exercising Members), the Company shall have sixty (60) days thereafter to sell (or enter into an agreement (a "New Securities Purchase Agreement") pursuant to which the sale of New Securities covered thereby shall be closed, if at all, within thirty (30) days from the date of said New Securities Purchase Agreement) the New Securities with respect to which the rights of the Members were not exercised at a price and upon terms no more favorable to the purchasers thereof than specified in the Company's notice. In the event the Company has not sold the New Securities within such sixty (60)-day period (or sold and issued the New Securities in accordance with the foregoing within thirty (30) days from the date of a New Securities Purchase Agreement) the Company shall not thereafter issue or sell any New Securities without first offering such New Securities to the Members designated above and in the manner provided above. The provisions of this Section 4.4 are subject to the issuance restrictions set forth in Section 4.2. Notwithstanding the foregoing, no Employee Member that has committed a material breach of this Agreement, a Restricted Common Unit Award Agreement, a Plan, or any employment, non-disclosure, non-solicitation or non-competition agreement to which such Person is a party, which breach is not

cured within thirty (30) days after written notice (if such breach is capable of being cured), shall have any purchase rights as provided in this Section 4.4 (it being understood that materiality for purposes of this sentence shall be determined in relation to the Company as constituted on the date of the first notice provided pursuant to this Section).

**4.5 Drag-Along Right.** If any Shaw-Related Party acting individually, or any group of Shaw-Related Parties acting jointly, wishes to Transfer all or a portion of its/their Preferred Units and/or Common Units constituting not less than fifty percent (50%) of all the Units of such class or classes then held by all Shaw-Related Parties to any independent third party pursuant to a bona fide, good faith offer (any such transferring Member or Members, a "*Selling Member*"), then such Selling Member shall have the right to require the other Members holding Units of the same class to sell a Pro Rata portion of such other Members' Units of the same class (based on the proportion that the transferred portion of the Selling Member's Units of the class to be Transferred bear to the Selling Member's total Units of such class) to the purchaser in connection with such sale on the terms and conditions set forth in the such purchaser's offer to purchase. Such right shall be exercisable by written notice (a "*Drag-Along Notice*") given by the Selling Member to each Member holding Units of the same class other than the Selling Member which shall (i) state the portion of such Selling Member's Units to be sold, (ii) state the proposed purchase price per Unit and all other material terms and conditions of such sale (including the identity of the purchaser) and (iii) be accompanied by the written Transfer agreement between such Selling Member and such purchaser. Upon receipt of a Drag-Along Notice, each Member holding Units of the class to be Transferred by the Selling Member shall be obligated to sell his, her or its Pro Rata portion of his, her or its Units of the same class for a purchase price equal to the purchase price per Unit described in the Drag-Along Notice and upon the other terms and conditions of such transaction (and otherwise take all reasonably necessary action to cause consummation of the proposed transaction, including voting all such Units in favor of such transaction (if applicable) and becoming a party to the Transfer agreement) (or the Selling Member may enter into such documentation on behalf of the Members pursuant to the power of attorney contained in Section 12.14 as such Selling Member believes is necessary or appropriate in its sole discretion to effect such sale); and provided that if such sale is for all of Units of the Company, the proceeds shall be distributed among the Members in accordance with Section 7.1.

**4.6 Tag-Along Right.** In the event a Selling Member does not exercise its drag-along rights pursuant to Section 4.5 with respect to the Transfer of Preferred Units or Common Units, as the case may be, then, prior to any Transfer, the Selling Member shall first notify the Company and each of the Preferred Members (if the proposed Transfer is of Preferred Units) and/or Common Members (if the proposed Transfer is of Common Units) in writing of the proposed Transfer (a "*Transfer Notice*"). Each Transfer Notice shall specify in reasonable detail the material terms of the proposed Transfer, including, without limitation, a copy of the written offer received; the name of the prospective purchaser (or Transferee), the purchase price and terms of payment, the date and place of the proposed Transfer, and the class and number of Units proposed to be Transferred by the Selling Member. Provided that this Section 4.6 requires the delivery of a Transfer Notice, each Preferred Member (to the extent that the proposed Transfer is of Preferred Units) and each Common Member (to the extent that the proposed Transfer is of Common Units) shall have an option for a period of fifteen (15) days from receipt of the Transfer

Notice to have a Pro Rata portion of its Preferred Units or Common Units (other than Common Units that are Restricted Units) (based on the proportion that the Member's Preferred Units or Common Units (other than Common Units that are Restricted Units) bear to the Selling Member's Preferred Units or Common Units, respectively, as applicable) purchased by the purchaser in connection with such sale on the same terms and conditions set forth in the Transfer Notice. Such right shall be exercisable upon written notice (a "*Tag-Along Notice*") given by the Preferred Member or Common Member to the Selling Member before expiration of such fifteen (15) day period. Each Selling Member shall use reasonable efforts to obtain the agreement of the prospective transferee(s) to the participation of the Preferred Members or Common Members in any contemplated Transfer. If such prospective transferee(s) declines to allow the participation of the Preferred Members or Common Members, as applicable, such Preferred Members or Common Members may sell, and the Selling Member must purchase, the number of Preferred Units, Common Units or Released Units that such Preferred Members or Common Members would otherwise have been entitled to sell pursuant to this Section 4.6 at the purchase price per Unit such Preferred Member or Common Member would have been otherwise entitled to receive pursuant to this Section 4.6. Notwithstanding the foregoing, (i) no Common Member that has committed a material breach of this Agreement, a Restricted Common Unit Award Agreement, a Plan, any employment, non-disclosure, non-solicitation or non-competition agreement, which breach is not cured within thirty (30) days after written notice (if such breach is capable of being cured), shall have any rights as provided in this Section 4.6 (it being understood that materiality for purposes of this sentence shall be determined in relation to the Company as constituted on the date of the Transfer Notice) and (ii) this Section 4.6 shall not apply to any Transfers from any Shaw-Related Party to any other Shaw-Related Party.

#### 4.7 Special Unit Redemption.

(a) Redemption Event. Effective concurrently with (i) the sale by one or more Shaw-Related Parties to an independent third party of Common Units representing more than 50% of all Common Units of the Company, (ii) the sale of all or substantially all of the assets of the Company to an independent third party, (iii) a reorganization, merger or consolidation involving the Company (unless the members who had the power to elect a majority of the Managers immediately prior to the transaction have the power to elect a majority of the Managers, as applicable, of the surviving entity immediately following the transaction) or (iv) a dissolution or deemed dissolution of the Company in accordance with Article IX (a "*Transaction*"), all outstanding Special Units shall, subject to the terms of the Company's Senior Debt Agreements, be redeemed by the Company out of funds lawfully available therefore at a price equal to the Redemption Price (as defined below).

(b) Redemption Notice. The Company shall send written notice of the mandatory redemption (the "*Redemption Notice*") to each holder of Special Units not less than 15 days prior to the closing of the Transaction. The Redemption Notice shall state:

(i) The closing date of the Transaction and the Redemption Price (and calculation thereof), including the Implied Equity Value (as defined below);

(ii) That the holder is to surrender to the Company, in the manner and at the place designated, the certificate or certificates, if any, representing the Special Units; and

(iii) Whether the consideration shall be paid in cash, notes, or combination thereof.

(c) Payment of Redemption Price. The Redemption Price shall be (i) paid to the Special Unit Holders in proportion to their relative ownership of Special Units and (ii) paid in cash (to the extent permitted by the terms of the Company's Senior Debt Agreements); provided that if any deferred payments are to be made by a purchaser in connection with the Transaction, then a proportionate amount of the Redemption Price shall also be deferred and provisions shall be made so that the holders of Special Units shall receive the deferred payments directly from the third party purchasers.

(d) Redemption Price. The aggregate redemption price payable by the Company to the Special Unit Holders in redemption of the Special Units then outstanding pursuant to Section 4.7(a) (the "Redemption Price") shall be determined as follows:

(i) If the Transaction results in an Implied Equity Value of less than Sixty Million Dollars (\$60,000,000), the Redemption Price shall be Zero Dollars.

(ii) If the Transaction results in an Implied Equity Value of at least Sixty Million Dollars (\$60,000,000) and less than Eighty Million Dollars (\$80,000,000), the Redemption Price shall be four percent (4%) of the amount by which the Implied Equity Value exceeds Sixty Million Dollars (\$60,000,000).

(iii) If the Transaction results in an Implied Equity Value of at least Eighty Million Dollars (\$80,000,000) and less than Ninety Million Dollars (\$90,000,000), the Redemption Price shall be five percent (5%) of the amount by which the Implied Equity Value exceeds Sixty Million Dollars (\$60,000,000).

(iv) If the Transaction results in an Implied Equity Value of at least Ninety Million Dollars (\$90,000,000), the Redemption Price shall be the lesser of (A) six percent (6%) of the amount by which the Implied Equity Value exceeds Sixty Million Dollars (\$60,000,000) or (B) two percent (2.0%) of the Implied Equity Value with respect to the Transaction.

(v) In the event any of the Special Units outstanding on the date hereof are not outstanding at the closing of a Transaction, the Redemption Price shall be reduced to the amount equal the product of the Redemption Price multiplied by the ratio of the number of Special Units outstanding at the time of the closing to the number of Special Units outstanding on the date hereof.

For purposes hereof, "Implied Equity Value" means as of a particular date the fair market value of all Common Units then outstanding based upon an arm's length sale of the Company on such date as an entirety (inclusive of the likely present value of any earnouts or deferred payments), such sale being between a willing buyer and a willing seller, as determined in good faith by the Managers on behalf of the Company; provided, however, that, if applicable, the Managers on behalf of the Company shall make such adjustments as are necessary to ensure that the Implied Equity Value represents the implied enterprise value of the Company as of the consummation of the Transaction less all fees and expenses in connection with the Transaction payable by the Company, its Subsidiaries and Shaw-Related Parties in connection with the Transaction plus the Company's consolidated cash on hand (in excess of any required level of working capital in the ordinary course of business that is consistent with past practices) less the amount necessary to repay all outstanding indebtedness of the Company and its Subsidiaries, including (A) Indebtedness owed to Laminar and (B) interest, prepayment fees and other fees paid or payable in connection with a repayment of all such Indebtedness less the amount necessary to redeem any Preferred Units then outstanding.

(e) Restrictions under Senior Debt Agreements; Termination of Rights.

Notwithstanding anything in this Section 4.7 to the contrary, any amount due under this Section 4.7 that is prohibited from being paid by a Senior Debt Agreement shall continue to be an obligation of the Company hereunder and shall accrue until such time as it may be paid without violation of a Senior Debt Agreement. Upon the occurrence of a Transaction and the payment by the Company in full of the Redemption Price, the Special Units shall be automatically cancelled and of no further force and effect.

(f) Forfeiture of Special Units.

If at any time a holder of Special Units is no longer a "Service Provider" (as such term is defined in the 2007 Restricted Common Unit Plan, as amended), due to such holder being terminated by the Company for Cause (as defined in such holder's Employment Agreement with the Company) or such holder voluntarily resigning from the Company other than for Good Reason (as defined in such holder's Employment Agreement with the Company), all Special Units held by such holder shall be cancelled without any further action by the Company or the holder, and such holder will have no further rights with respect to the Special Units.

4.8 [Reserved]

4.9 Company Call Option on Units of Natural Person Members.

(a) Notwithstanding any other provision of this Agreement to the contrary, with respect to any Natural Person Member (other than a Shaw-Related Party), upon the occurrence of a Trigger Event, the Fair Market Value shall be determined and, thereafter, the Member (and that Member's heirs, estate, legal representatives and Assignees (including all Assignees of the Member pursuant to Section 4.3(a)(iii), whether or not such Assignees are Members)) (collectively, the "Member-Seller") shall be deemed to have granted to the Company an option, which option must be exercised in writing within one hundred twenty (120) days from the date of the determination of Fair Market Value, to purchase any or all of his or her (and such

heirs', estates', representatives' and Assignees') Common Units (the "*Called Interest*") for the price and upon the terms set forth in this Section 4.9.

(b) Upon the occurrence of a Loss-of-Control Event, the Member experiencing such event shall have the first option to purchase any or all of his or her spouse's Membership Interest (the "*Spouse's Interest*") for Fair Market Value or upon such other terms as such spouse (or such spouse's heirs, estate or legal representative) and such Member may agree. If the Member does not acquire all of his or her Spouse's Interest within ninety (90) days after such Loss-of-Control Event, (i) the Member's spouse and such spouse's, heirs, estate or legal representatives upon the occurrence of a Loss-of-Control Event (A) shall be deemed to be a Member-Seller, and (B) shall be deemed to have granted to the Company an option to purchase any or all of the Spouse's Interest for the price and upon the terms set forth in this Section 4.9, and (ii) the Spouse's Interest shall be deemed to be a Called Interest for purposes of this Section 4.9.

(c) The Company shall give the Member-Seller notice of its desire to purchase the Called Interest for the price and upon the terms set forth in this Section 4.9 ("*Call Notice*"). Until the Called Interest is purchased, such Member (or the Transferee of such Member) shall be treated as an Assignee and not become a Substitute Member. Any Membership Interest not acquired pursuant to this Section 4.9 shall remain subject to all of the provisions of this Agreement.

(d) The price for the Units included in the Called Interest shall be equal to their Fair Market Value. The purchase price shall be payable at the discretion of the Company either in cash or with a promissory note on the date specified in the Call Notice (the "*Call Closing*"); provided, however, that if the Call Closing does not occur within one hundred twenty (120) days of the determination of the Fair Market Value, the Company shall be deemed to have waived its rights to purchase the Called Interest under this Section 4.9. Any promissory note issued pursuant to this Section 4.9(d) shall provide for twelve (12) equal quarterly payments of principal plus accrued and unpaid interest, with the first quarterly payment due on the last Business Day of the first full calendar quarter ending after the Call Closing and interest accruing and payable quarterly at a per annum rate equal to the Prime Rate on the date of the Call Closing. At the Call Closing, the Member-Seller shall transfer his or her repurchased Common Units to the Company free and clear of all liens and encumbrances, and such Member-Seller shall execute and deliver any documentation that the Managers deem reasonable to effect such Transfer (or the Managers may enter into such documentation on behalf of such Member-Seller pursuant to the power of attorney contained in Section 12.15).

(e) The rights of the Company set forth in this Section 4.9 are in addition to any forfeiture or repurchase rights of the Company contained in any Restricted Common Unit Award Agreement or other agreement between the Company and any Member.

(f) From the occurrence of a Trigger Event or a Loss-of-Control Event until the determination of Fair Market Value, there shall be no Transfers of the Membership Interest of the Member experiencing such event.

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## ARTICLE V

### MANAGEMENT OF THE COMPANY

**5.1 Management.** Except as provided in Section 5.11, or as otherwise provided in this Agreement (which management rights are reserved for the Members), the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by or under the authority of, the Managers. In addition to the powers and authorities expressly conferred by this Agreement upon the Managers, but subject to the limitations specified herein, the Managers may exercise all such powers of the Company and do all such lawful acts and things as are not directed or required to be exercised or done by the Members by the Act or this Agreement.

**5.2 Number and Qualifications.** The number of Manager positions shall be seven (7). Managers need not be Members or residents of the State of Delaware. The Majority of the Managers, in their discretion, may elect a chairman of the Managers who shall preside at meetings of the Managers. The Majority of the Managers, in their discretion, may remove the chairman of the Managers, with or without cause, at any time. The removal of the chairman as chairman by the Majority of the Managers shall not remove such Person as a Manager of the Company.

**5.3 Action of the Managers.** Except as otherwise set forth in this Agreement, the affirmative vote of a Majority of the Managers shall be the act of the Managers. Except as otherwise set forth in this Agreement, a Manager, acting individually in such capacity as a Manager, and Managers constituting less than a Majority, shall have no authority to bind the Company. Anything to the contrary notwithstanding, at any time there are fewer than four (4) Investor Managers, the Investor Managers or Investor Manager shall be entitled to cast four (4) votes in any action, vote, consent or approval of the Managers, and for purposes of tabulating the voting, approval or consent rights of the Managers, it shall always be assumed that all Investor Manager positions are filled. For the avoidance of doubt, for purposes of calculating a Majority and for any matter requiring the Approval of the Managers or any approval, consent, determination, decision or action of the Managers (as to which terms "determined by the Managers", "actions of the Managers", "acceptable to the Managers" and similar words and phrases are used herein) or other power, authority or latitude granted to the Managers under this Agreement, it will be assumed that no Investor Manager positions are vacant, the affirmative vote of the then current Investor Managers or Investor Manager shall constitute four (4) votes, and his, her or their votes shall constitute a Majority, the Approval of the Managers or any approval, consent, determination, decision or action of the Managers for purposes of this Agreement.

**5.4 Election.** Provided that no event or circumstance that would constitute a Company Event has occurred, (a) the Investor Members shall be entitled to elect four (4) Managers (collectively, the "Investor Managers") at each meeting or pursuant to each consent of the Members for the election of Managers and (b) the Insider Members holding a majority of the Common Units held by all Insider Members shall be entitled to elect three (3) Managers



(collectively, the "Employee Managers"), at each meeting or pursuant to each consent of the Members for the election of Managers; provided that one (1) of the Employee Managers will be the then serving Chief Executive Officer of the Company (the "CEO Manager") and two (2) of the Employee Managers will be persons selected by the CEO Manager and reasonably acceptable to the Investor Managers. Notwithstanding the foregoing or anything to the contrary in this Agreement, upon the occurrence and during the continuation of any event or circumstance that would constitute a Company Event, the Investor Members may remove the Employee Managers as Managers and shall be entitled to elect all Managers of the Company at each meeting or pursuant to each consent of the Members for the election of Managers. Unless removed in accordance with this Agreement, each Manager shall hold office until such person's successor shall be elected and qualified.

**5.5 Vacancy.** Any vacancy occurring for any reason in the number of Managers shall be filled by the same Member, Members or Managers that elected the Manager who created the vacancy. A Manager elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

**5.6 Removal.** Any Manager who was elected by a specified Member, Members or Managers, may be removed during his or her term of office, either with or without cause, by, and only by, the Approval of the Member, Members, or Managers that initially elected such Manager, provided that the Employee Managers may be removed during their respective terms of office, either for or without cause, by, and only by, the Managers. Any vote to remove a Manager may be given at a special meeting of the Members or Managers (as applicable) or by an action by written consent for that purpose.

**5.7 Investor Managers' Proxy.** By giving written notice to the Company, each Investor Manager shall have the right to designate another Investor Manager with full proxy and authority to represent, and to act and to vote on behalf of, such Investor Managers and whose action and approval shall be deemed the action and approval of such Investor Managers. Any proxy given pursuant to this Section 5.7 may be (i) withdrawn or revoked at any time by written notice to the Company, (ii) retroactive or prospective, and (iii) given for a particular purpose, limited in scope or duration, or a general proxy without limitation.

**5.8 Meetings of Managers.**

(a) **Place of Meetings.** All meetings of the Managers may be held either within or without the State of Delaware.

(b) **Meetings.** Meetings of the Managers may be held upon two (2) Business Days' prior notice to each Manager at such time and place either within or without the State of Delaware as shall from time to time be determined by the Managers.

(c) **Quorum.** At all meetings of the Managers, the presence in person or by proxy of a Majority shall be necessary and sufficient to constitute a quorum for the transaction of business unless a greater number is required by law. At a meeting at which a quorum is present, the act of a Majority of the Managers shall be the act of the Managers, except as otherwise

provided by law or this Agreement. If a quorum shall not be present at any meeting of the Managers, the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(d) Attendance and Waiver of Notice. Attendance of a Manager at any meeting (which may be done telephonically) shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not validly called or convened. Unless otherwise determined with the Approval of the Managers, neither the business to be transacted at, nor the purpose of, any meeting of the Managers need be specified in the notice or waiver of notice of such meeting.

(e) Compensation. Managers, as such, shall not receive any stated salary for their services, except that a Manager may receive an annual stipend or salary for his/her services if (i) such Manager is not an employee of the Company or any of its Subsidiaries and (ii) such stipend or salary is Approved by the Managers. Expenses of attendance, if any, may be allowed for attendance at each meeting of the Managers, provided that nothing contained in this Agreement shall be construed to preclude any Manager from serving the Company in any other capacity and receiving compensation for such service.

(f) Actions Without a Meeting and Telephone Meetings. Notwithstanding any provision contained in this ARTICLE V, all actions of the Managers provided for herein may be taken by written consent without a meeting, or any meeting thereof may be held by means of a telephone conference. Any such action that may be taken by the Managers without a meeting shall be effective only if the written consent or consents are in writing, set forth the action so taken, and are signed by the number of Managers constituting not less than the minimum number of Managers that would be necessary to take such action at a meeting at which the Managers entitled to vote on the action were present and voted.

(g) Committees. The Managers may, from time to time by resolution passed by a Majority of the Managers, designate one or more committees, with each committee to consist of one or more of the Managers (including at least one Investor Manager). Any such committee, to the extent provided in the resolution of the Managers, shall have and may exercise the powers and authority of the Managers. At every meeting of any such committee, the presence of all Managers thereof shall constitute a quorum, and the unanimous affirmative vote of all Managers on such committee shall be necessary for the adoption of any resolution. The Managers may dissolve any committee at any time, including, without limitation, the Investment Committee and the Compensation Committee.

(i) Investment Committee. The Managers may create an investment committee (the "Investment Committee") comprised of at least one Investor Manager and such persons and with such rules, procedures and guidelines as are Approved by the Managers. The Investment Committee shall be responsible for approving all new (including amendments) business transactions of the Company or its Subsidiaries that do not conform to the Guidelines.

(ii) Compensation Committee. The Managers may create a compensation committee (the "Compensation Committee") comprised of at least one Investor Manager and such other persons as are Approved by the Managers. The Compensation Committee shall be responsible for approving the salary, benefits and other compensation (including equity incentives granted under any Plan) to the employees and officers of the Company and its Subsidiaries whose annual base salary is in excess of \$150,000, excluding the Chief Executive Officer and other senior officers of the Company and its Subsidiaries, whose salary, benefits and other compensation (including equity incentives granted under any Plan) shall be determined by the Managers. Except as set forth in the immediately preceding sentence, the Compensation Committee may delegate some or all of its powers to administer Plans to the Chief Executive Officer of the Company.

**5.9 Voting Rights of Managers.** The following matters require the Approval of the Managers and no other approval by any Person unless otherwise provided in this Agreement:

- (a) Subject to Sections 5.11(e) and 5.11(d)(v), the purchase or disposition of any material assets;
- (b) The annual capital and operating budgets of the Company and its Subsidiaries;
- (c) Any changes in the officers of the Company and its Subsidiaries and any other material employment issues, including management compensation;
- (d) The adoption or amendment of any Plan (including any increase in the number of Units reserved under any Plan);
- (e) Unless delegated to the Compensation Committee or the Chief Executive Officer, the grant of any awards under any Plan; provided, however, that grants of awards under any Plan to the Chief Executive Officer and other senior officers may not be delegated to the Compensation Committee or the Chief Executive Officer;
- (f) Any decision that would be made by the Investment Committee, or the Compensation Committee in the absence of any such committee;
- (g) Any changes in the operating policies of the Investment Committee and any changes in the Guidelines;
- (h) Any changes of the Accountant;
- (i) [Reserved]
- (j) Any redemption or repurchase of Common Units other than pursuant to

Section 4.2;

(k) [Reserved]

(l) The entering into of any transaction with any Affiliate of the Company or of any of its officers, other than any Shaw-Related Party;

(m) Other than such powers that are delegated to the Investment Committee, the management of the origination, acquisition, making, servicing or ownership of any loans, fundings or similar interests or other investments by Oasis Operating Company or Oasis Legal Finance, other than Plaintiff Fundings that conform and comply in all respects with part (b) of the definition of Eligible Plaintiff Fundings that are Approved by the Managers on a case-by-case basis;

(n) Any action taken, or permitted to be taken, as the member or other equity holder of any Subsidiary;

(o) Any action taken, or permitted to be taken, by or through Oasis Operating Company or Oasis Legal Finance that, if conducted by the Company, would require the Approval of the Managers; and

(p) Any other material action or matter that is outside the ordinary course day-to-day operations of the Company.

**5.10 Officers.** The Managers may, from time to time, designate one or more persons to be officers of the Company. No officer need be a Member or a Manager. The officers will have the responsibilities, power, authority, duties (including fiduciary duties), restrictions and limitations similar to those of senior executive officers of a Delaware corporation unless otherwise determined by the Managers. Unless otherwise determined by the Managers, such responsibilities, power and authority shall include, without limitation, (a) authority regarding the ordinary course day-to-day operations of the Company, (b) the authority to enter into agreements and contracts (other than material contracts and other transactions that must be approved by the Investment Committee or by the Managers) in the ordinary course of the Company's business, (c) decisions with respect to personnel (other than compensation to any individual in excess of \$150,000 and other than with respect to officers of the Company), and (d) the conduct of other transactions in the ordinary course of the Company's business. Unless otherwise determined by the Managers, such duties, restrictions and limitations shall include, without limitation, (w) customary reporting obligations to the Managers, (x) adherence to the directives of the Managers and the Company's policies and procedures as in effect from time to time, (y) obtaining Approval of the Managers to enter into agreements and contracts not in the ordinary course of the Company's business or to enter into any material contracts and (z) except for the authority specifically delegated to one or more officers pursuant to the last sentence of Section 5.8(g)(ii), obtaining Approval of the Managers or the Compensation Committee to issue any Membership Interests or awards under any Plan. The Managers may assign titles to particular officers, including, without limitation, chief executive officer, president, vice president, chief financial officer, chief operating officer, chief technology officer, secretary, assistant secretary, treasurer and assistant treasurer. Each officer shall hold office until such Person's successor shall be duly

designated and shall qualify or until such Person's death or until such Person shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same Person. The salaries or other compensation, if any, of the officers and agents of the Company having an annual base salary in excess of \$100,000 shall be fixed from time to time by the Compensation Committee or by the Managers. Any officer may be removed as such, either with or without cause, by the Managers whenever in the Managers' judgment the best interests of the Company will be served thereby. Any vacancy occurring in any office of the Company (other than Manager) may be filled by the Managers. One or more officers may, by invitation of the Managers, attend meetings of the Managers as non-voting observers.

#### 5.11 Voting Rights of Common Members.

(a) Votes. Each Member holding Common Units shall have one vote per Common Unit. The Preferred Units shall have no voting rights except as otherwise specifically set forth in this Agreement or required under the Act. To the extent the Preferred Members have voting rights, each such Member shall have one vote per Preferred Unit, as applicable.

(b) Successor Entities. The Members agree and acknowledge that the Company or any of its Subsidiaries may be converted or reorganized into a corporation or other entity (the "Converted Entity") in accordance with applicable law at any time, upon the Approval of the Managers in their sole discretion and without the consent or approval of any Members. The Managers (or their successors following such conversion or reorganization) may, at any time, take such actions (including amending this Agreement), and enter into such documentation on behalf of the Company, without the necessity of obtaining the consent of the Members, and may require the Members to enter into such documentation (or may enter into such documentation on behalf of the Members pursuant to the power of attorney contained in Section 12.15), as such Managers believe are necessary or appropriate in their sole discretion in order to effect the conversion or reorganization of the Company into the Converted Entity. Such actions may include, without limitation, the establishment of multiple classes of common or preferred stock, equity, or other beneficial interests, with differing or no voting privileges (including, without limitation, with respect to the election of directors) in each case having such terms that provide, to the extent reasonably practical, the Members with rights, obligations, interests and duties that are substantially equivalent to the rights and obligations that pertain to or comprise the then existing Membership Interests of the Company. In addition, the Members will enter into such documentation that may include, without limitation, voting trust agreements, shareholder agreements, powers of attorney, or such other documentation as may be necessary or appropriate in the sole discretion of the Managers electing to effectuate the conversion of the Company (or the Managers may enter into such documentation on behalf of the Members pursuant to the power of attorney contained in Section 12.15). In such conversion or reorganization, the Units shall be exchanged pro rata and without dilution, and to the extent reasonable, the shares of the Converted Entity shall possess characteristics no less favorable (in terms of preferences and other rights) than the characteristics of such Member's Units immediately prior to such conversion or exchange. It is the intent of the Members that the conversion of the Company into corporate form and the conversion or reorganization of any of the Company's operating divisions, whether currently existing or existing in the future, into corporate form are a part of the Members' investment decision with respect to the Units of the

Company. In the event of a conversion or reorganization into a corporation, the Company agrees to concurrently enter into a registration rights agreement in accordance with the terms described on Exhibit E attached hereto.

(c) Merger; Sale of Assets. The Company or any of its Subsidiaries (or all or any part of its assets) may be sold, or the Company or any of its Subsidiaries may be merged, consolidated, or combined with or into another entity, at any time, and for any reason, upon the Approval of the Common Members, and without the consent or approval of any other Member or Manager; provided, however, that in the event of a merger or combination of the Company or any of its Subsidiaries with any Shaw-Related Party, the Company shall obtain a fairness opinion running to all Common Members from an appraiser or investment bank selected by the Investor Members and reasonably acceptable to the Employee Members then employed by the Company holding a majority of the Common Units held by such Employee Members. In connection therewith, the Common Members holding a majority of the Common Units may, at any time, take such actions (including amending this Agreement), and enter into such documentation on behalf of the Company, without the necessity of obtaining the consent of the Members or Managers, and may require the Members to enter into such documentation (or may enter into such documentation on behalf of the Members pursuant to the power of attorney contained in Section 12.14), as such Common Members believe is necessary or appropriate in their sole discretion to effect such merger, consolidation, or combination. After claims of all Company creditors have been satisfied (to the extent required under the Act), the net proceeds received from any sale of the Company or any of its Subsidiaries, or from any sale of all or substantially all of the assets of the Company or such Subsidiary, or from any merger, consolidation, or combination of the Company or any of its Subsidiaries with or into any other entity, shall be allocated to each Member in accordance with Section 7.1. In accordance with Section 18-209 of the Act (including Section 18-209(f)), notwithstanding anything to the contrary contained in this Agreement, an agreement of merger, consolidation, or combination Approved by the Common Members (without the consent of the other Members) (i) may effect any amendment to this Agreement, (ii) if the Company or any of its Subsidiaries is the surviving or resulting limited liability company of the merger, consolidation, or combination, may effect the adoption of a new limited liability company agreement for the Company or such Subsidiary, and/or (iii) if the Company or any of its Subsidiaries is not the surviving or resulting entity of the merger, consolidation, or combination, may effect the adoption of another organizational document for the new entity. Any adoption of a new limited liability company agreement or amendment to this Agreement made pursuant to the foregoing sentence shall be effective at the effective time or date of the merger, consolidation or combination. Subject to Section 5.11(d), the foregoing shall not restrict the Company or any of its Subsidiaries from merging, consolidating, or combining in another manner permitted by law.

(d) Protective Provisions Subject to the Approval of Common Members. The following matters require the Approval of the Common Members and no other vote or consent of the Members or Managers unless otherwise provided in this Agreement:

(i) To admit a new Member (other than the initial Members and except as provided in Section 3.2);

- (ii) To decrease or increase the number of Managers;
- (iii) To create or issue any New Security;
- (iv) To borrow funds in the name of the Company or any of its Subsidiaries other than credit facilities approved by the Shaw-Related Parties or create any security interest in any Property (other than de minimis security interests arising in the ordinary course of the Company's business from equipment leases or by operation of law);
- (v) To cause the Company or any of its Subsidiaries to sell, or dispose of, all or substantially all of its Property;
- (vi) To merge or otherwise combine with another Person;
- (vii) To take any action that would cause the Company or any of its Subsidiaries to cease to carry on the ordinary business of the Company, including filing for bankruptcy protection;
- (viii) To dissolve, liquidate or wind up the Company or any of its Subsidiaries;
- (ix) To invest in new lines of business (either directly or through a wholly-owned investment subsidiary);
- (x) To amend this Agreement or the Certificate, subject to Section 12.2(a);
- (xi) To make or pay any dividend or distribution to the Members or to redeem any Membership Interest (other than such redemptions or repurchases specifically contemplated by this Agreement) subject to Section 7.2;
- (xii) To cause the Company or any of its Subsidiaries to enter into the FirstMerit Credit Agreement; and
- (xiii) To cause the Company or any of its Subsidiaries to enter into the Bayside Credit Agreement.

(e) No Appraisal Rights. Except as specifically provided herein, no appraisal or other rights with respect to a Membership Interest or any other interest in the Company shall be available to any Member in connection with any transaction, including but not limited to any (i) sale of Membership Interests, (ii) merger, consolidation or combination in which the Company or any of its Subsidiaries is a constituent party to the merger, consolidation, or combination or (iii) sale of all or substantially all of the Property.

## 5.12 Meetings of Members.

(a) Place. All meetings of the Members shall be held at the principal office of the Company or at such other place within or without the State of Delaware as may be determined by the Managers and set forth in the respective notice or waivers of notice of such meeting.

(b) Meetings. Meetings of the Members may be called by the Managers or by the Common Members holding not less than fifty percent (50%) of all Common Units. Business transacted at all meetings shall be confined to the purposes stated in the notice.

(c) Notice. Written or printed notice stating the place, day and hour of the meeting and, in the case of special meetings, the purpose or purposes for which the meeting is called, shall be delivered not less than seven (7) nor more than sixty (60) days before the date of the meeting, by or at the direction of the Managers or Person calling the meeting, to each Member of record entitled to vote at such meeting.

(d) Quorum and Vote Required. The Members holding a majority of the Units entitled to vote shall constitute a quorum at all meetings of the Members, except as otherwise provided by law. Once a quorum is present at the meeting of the Members, the subsequent withdrawal from the meeting of any Member prior to adjournment or the refusal of any Member to vote shall not affect the presence of a quorum at the meeting. If, however, such quorum shall not be present at any meeting of the Members, the Members entitled to vote at such meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the holders of the requisite amount of Units shall be present or represented. At any meeting of the Members at which a quorum is present, an action Approved by the Members entitled to vote on such matter shall be the act of the Members, unless the vote of a greater number is required by law or this Agreement.

(e) List of Members Entitled to Vote. The Managers shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting, or any adjournment of such meeting, arranged in alphabetical order, with the address of and the Units held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection of any Member during the whole time of the meeting. However, failure to comply with the requirements of this Section 5.12(e) shall not affect the validity of any action taken at such meeting.

(f) Registered Members. The Company shall be entitled to treat the holder of record of any Units as the holder in fact of such Units for all purposes, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such Units on the part of any other Person, whether or not it shall have express or other notice of such claim or interest, except as expressly provided by this Agreement or the laws of the State of Delaware.



(g) Actions Without a Meeting and Telephonic Meetings. Notwithstanding any other provision contained in this ARTICLE V, all actions of the Members provided for herein may be taken by written consent without a meeting, or any meeting thereof may be held by means of a telephone or internet conference. Any action that may be taken by the Members without a meeting shall be effective only if the written consent or consents are in writing, set forth the action so taken, and are signed by the holder or holders of Units constituting not less than the minimum amount of Units that would be necessary to take the action at a meeting at which the holders of all Units entitled to vote on the action were present and voted.

5.13 [Reserved]

5.14 Management of Oasis Operating Company. The Managers shall continue to cause Oasis Operating Company to be a manager-managed limited liability company, and the Company shall be the sole manager of Oasis Operating Company, except as otherwise agreed by the Managers.

ARTICLE VI

CAPITALIZATION

6.1 Classes and Authorized Units.

(a) Authorized Capital. The Company shall be authorized to issue three (3) classes of Membership Interests designated, respectively, as Preferred Units, Special Units and Common Units.

(i) The total number of Units of each class that the Company shall have the authority to issue is 15,000,000 Preferred Units, 1,000 Special Units and 41,604,000 Common Units. The total number of authorized Units may be increased only with the Approval of the Common Members.

(ii) Without the Approval of the Common Members, the Company shall not create or issue any Units senior to or pari passu with respect any class of Units or create any other security or adopt any adverse change to the rights, preferences and privileges of any class of Units.

(iii) In the event that any Preferred Units are otherwise redeemed, repurchased, forfeited or canceled, unless otherwise Approved by the Managers, the Company shall never again issue such Preferred Units so redeemed, repurchased, forfeited or canceled and all such Preferred Units shall cease to be part of the authorized Units of the Company. This Agreement may be appropriately amended by the Managers to reflect the corresponding reduction in the Company's authorized Units.

(b) Certificates. In the sole discretion of the Managers, the Company may issues certificates in the form determined by the Managers representing some or all of the Membership Interests to which Members are entitled. If issued, such certificates shall be

consecutively numbered, and shall be entered in the books of the Company as they are issued. Each certificate shall state on the face thereof the holder's name, the Membership Interest represented thereby and such other matters as may be required by applicable laws. Each such certificate shall be signed by at least one (1) Manager and may be sealed with the seal of the Company or a facsimile thereof if adopted. The signature of the Managers upon the certificates may be by facsimile. Upon surrender to the Company or the transfer agent of the Company of a certificate for Membership Interests duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Company to issue a new certificate to the Person entitled thereto, cancel the old certificate and record the transaction upon its books and records.

#### 6.2 Capital Contributions.

(a) Each Member has contributed (or shall be deemed to have contributed) to the Company the cash, property or services set forth as the Capital Contribution of such Member on Exhibit A. No Capital Contribution of services or property (other than cash) shall be made without the Approval of the Managers.

(b) No Member shall be required to make any additional Capital Contributions to the Company.

(c) Except as otherwise provided herein, no Member shall be paid interest on any Capital Contribution.

#### 6.3 Withdrawal or Reduction of Capital Contributions.

(a) No Member shall have the right to withdraw all or any part of its Capital Contribution or to receive any return on any portion of its Capital Contribution, except as may be otherwise specifically provided in this Agreement. Under circumstances involving a return of any Capital Contribution, no Member shall have the right to receive property other than cash.

(b) Except as otherwise specifically provided in this Agreement, no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to distributions; provided, however, this subsection shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

6.4 **Liability of Members.** No Member shall be liable for the debts, liabilities or obligations of the Company. No Member shall be required to contribute to the capital of, or to loan any funds to, the Company.

### ARTICLE VII

#### DISTRIBUTIONS

7.1 **Distributions.** Unless prohibited by the terms of the Company's Senior Debt Agreements or otherwise determined by the Managers, and subject to Section 4.7 with respect to

the payment of the Redemption Price in connection with a Transaction, the distributions of Net Cash Flow and Net Cash Proceeds for any Fiscal Year shall be distributed to the Members within fifteen (15) days after the end of each calendar quarter in the following order of priority:

(a) To Preferred Members:

(i) First, one hundred percent (100%) to the Preferred Members in proportion to their Preferred Capital Return Accounts until such accounts equal zero (0);

(b) To Common Members:

(i) Second, to the extent that the distribution is of Net Cash Proceeds, one hundred percent (100%) to the Common Members in proportion to their Common Capital Return Accounts, until such accounts equal zero (0);

(ii) Third, to the extent that the distribution is of Net Cash Proceeds, one-hundred percent (100%) to the Common Members Pro Rata; provided, however, that no distribution shall be made with respect to a Common Unit that has associated with it a Hurdle Amount until the cumulative amount distributed to each other Common Unit pursuant to this Section 7.1(b)(ii) equals such Hurdle Amount;

(iii) Fourth, to the extent that the distribution is of Net Cash Proceeds, one-hundred percent (100%) to the Common Members Pro Rata and ratably solely with respect to the Common Units that have associated with them a Hurdle Amount, until a distribution has been made to each such Common Unit equal to such Hurdle Amount; and

(iv) Fifth, one-hundred percent (100%) to the Common Members Pro Rata.

**7.2 Limitation Upon Distributions.** No distribution shall be declared and paid unless, if after the distribution is made, the value of assets of the Company would exceed the liabilities of the Company.

## ARTICLE VIII

### BOOKS AND ACCOUNTS

**8.1 Accounting Principles.** The Company's financial statements shall be determined in accordance with GAAP applied on a consistent basis under the Company's method of accounting.

**8.2 Records and Reports.** At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company and submit annual reports regarding same to each Member. At a minimum, the Company shall keep at its principal place of business the following records:

(a) A current list that states: (i) the name and mailing address of each Member and (ii) the Units owned by each Member;

(b) Copies of the federal, state and local information or income tax returns for each of the Company's six (6) most recent tax years (or such shorter period that the Company has been in existence);

(c) A copy of the Certificate and this Agreement, all amendments or restatements thereof, and executed copies of any powers of attorney;

(d) Correct and complete books and records of account of the Company; and

(e) Any other books, records or documents required by this Agreement, the Certificate, the Act or other applicable law.

**8.3 Financial Statements.** The Company shall deliver to each Member:

(a) as soon as practicable, but in any event within ninety (90) calendar days after the end of each Fiscal Year, consolidated balance sheets of the Company and its Subsidiaries, if any, as of the end of such Fiscal Year, and consolidated statements of income and consolidated statements of cash flows of the Company and its Subsidiaries, if any, for such Fiscal Year, prepared in accordance with GAAP, all in reasonable detail and audited by the Accountant if requested by the Managers;

(b) within thirty (30) calendar days of the end of each month, consolidated balance sheets of the Company and its Subsidiaries, if any, as of the end of such month, and consolidated statements of income and consolidated statements of cash flows of the Company and its Subsidiaries, if any, for such month prepared in accordance with GAAP, all in reasonable detail;

(c) as soon as practicable, but in any event thirty (30) calendar days prior to June 30 and December 31 of each Fiscal Year, a budget and business plan Approved by the Managers for the next Fiscal Year, prepared on a monthly basis, including balance sheets and income statements for such months and, as soon as prepared, any other budgets or revised budgets prepared by the Company; and

(d) such other operational reports as directed by a Majority of the Managers.

**8.4 Visitation and Inspection.** The Company shall permit each Member, at such Member's expense, to visit and inspect the Company's properties, to examine its books of account and records and to discuss the Company's affairs, finances and accounts with its officers and the Managers, all at such reasonable times as may be requested by the Member.

**8.5 Returns and Other Elections.** The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does

business. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers.

8.6 **Bank Accounts.** All funds of the Company shall be deposited in its name in one or more accounts maintained in such financial institutions as determined by the Managers. The funds of the Company shall not be commingled with the funds of any other Person. Checks may be drawn on the Company account or accounts only for the purposes of the Company and shall be signed by one or more of the officers designated by the Managers.

## ARTICLE IX

### DISSOLUTION AND WINDING UP

#### 9.1 Dissolution.

(a) The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

(i) On the election to dissolve the Company Approved by the Common Members;

(ii) [Reserved]

(iii) On the death, retirement, resignation, expulsion, legal incapacity, dissolution or Bankruptcy of the last remaining Member;

(iv) The entry of a decree of judicial dissolution under the Act; or

(v) The Act so requires and the requirement is not validly varied by the Certificate or this Agreement.

(b) Nothing contained in this Section 9.1 is intended to permit a Member that does not hold the requisite class and number of Units to dissolve the Company at will (by retirement, resignation, withdrawal or otherwise), or to exonerate such Member from liability to the Company and the remaining Members if it dissolves the Company at will. An unpermitted dissolution at will of the Company is in contravention of this Agreement for purposes of the Act.

(c) Deemed Dissolution. Unless Approved by the Common Members, a dissolution shall also be deemed to occur on the first to occur of the following:

(i) On the acquisition of the Company by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation), unless the Company's Members as constituted immediately prior to such transaction or series of related transactions will, immediately after such transaction or series of related transactions hold at least a majority of the voting power of the surviving or acquiring entity; or

(ii) On the sale of all or substantially all of the Property.

**9.2 Winding-up.**

(a) On dissolution of the Company, the business and affairs of the Company shall terminate, the assets of the Company shall be liquidated, and the Company's affairs shall be wound up under this ARTICLE IX.

(b) Dissolution of the Company is effective as of the day on which the event giving rise to the dissolution occurs, but the Company shall not terminate until (i) there has been a winding up of the Company's business and affairs and (ii) the Company's assets have been distributed as provided in Section 9.3.

(c) On dissolution of the Company, the Managers may cause any part or all of the assets of the Company to be sold in an effort to obtain the best prices reasonably obtainable for the assets; provided, however, that the Managers may distribute assets of the Company in kind to the Members to the extent practicable.

**9.3 Distribution of Assets on Dissolution.** In settling accounts after dissolution (including a deemed dissolution pursuant to Section 9.1(c)), the assets of the Company shall be paid, reserved or distributed in the following order:

(a) First, amounts owed to creditors shall be paid to those creditors, in the order of priority as provided by law, except those to Members on account of their Capital Contributions;

(b) Second, amounts necessary to establish, for a period not to exceed one (1) year after the date of dissolution, cash reserves that the Managers deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company shall be held as reserves by the Company including reserves for any reasonably foreseeable indemnification obligations of the Company to the Managers and officers; and

(c) Third, subject to Section 4.7 with respect to the payment of the Redemption Price in connection with a Transaction, to the Members according to Section 7.1.

Distributions pursuant to this Section 9.3 may be made to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying contingent or unforeseen liabilities or obligations of the Company. The assets of any such trust shall be distributed to the Members from time to time, subject to the Approval of the Common Members, in the same proportions as the amounts distributed to the trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement.

**9.4 Distributions in Kind.** If distributions in kind are made to the Members on dissolution and winding up of the Company, assets of the Company shall be distributed to the

Members entitled thereto as tenants-in-common in the same proportions as the Members would have been entitled to cash distributions if the property had been sold for cash and the net proceeds distributed to the Members.

9.5 **Certificate of Cancellation.** When all liabilities and obligations of the Company have been paid or discharged, or adequate provision has been made therefor, and all of the remaining property and assets of the Company have been distributed to the Members according to their respective rights and interests, a Certificate of Cancellation shall be executed on behalf of the Company by one or more of the Managers or an authorized Member and shall be filed with the Office of the Secretary of State of the State of Delaware, and the Members shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution and the completion of the winding up of the Company.

## ARTICLE X

### DEATH AND COMMUNITY PROPERTY

10.1 **Death.** On the death of a Natural Person Member, the Company shall have the rights set forth in Section 4.9. In addition, the estate of the deceased Member (or the distributees of the assets of that estate) shall not be admitted to the Company as a Substitute Member, and shall not have the any management rights and/or approval rights, as appropriate, of a Member under this Agreement, including the right to vote on Company actions or propose or approve Company actions. The provisions of Section 3.4(a) shall control the rights of a party who succeeds to all or part of the economic interest in the Company of a deceased Member. If the Membership Interest of a Natural Person Member who dies is held by more than one Person under a condition of multiple ownership, then the multiple owners shall appoint and maintain a sole agent with authority to act for all of them. The Managers and remaining Members are authorized to deal solely with the authorized agent with respect to all Company matters.

10.2 **Community Property.** No married Natural Person Member shall take any action that seeks to expand any applicable community property or other rights of the Member's spouse beyond the rights granted to the spouse pursuant to applicable law. On a Loss-of-Control Event, the Company shall have the rights set forth in Section 4.2. In addition, any spouse of a Member who obtains a Membership Interest pursuant to a Loss-of-Control Event, shall not be admitted to the Company as a Substitute Member, and shall not have the management rights and/or approval rights, as appropriate, of a Member under this Agreement, including the right to vote on Company actions or propose or approve Company actions. The provisions of Section 3.4(a) shall control the rights of a party who succeeds to all or part of the economic interest in the Company of a Member who has experienced a Loss-of-Control Event.

## ARTICLE XI

### ACTIONS OF MEMBERS AND MANAGERS, EXCULPATION, LIMITATION OF LIABILITY, INDEMNIFICATION AND INSURANCE

11.1 Limitation of Liability; Indemnification of Covered Persons.

(a) Good Faith Obligation. Unless otherwise specified in this Agreement, the Managers shall exercise good faith in carrying out their several duties and obligations provided in this Agreement and in dealings with respect to the Company and its business and affairs and, to the fullest extent permitted by law, any provision of this Agreement, any other agreement relating to the Company, or applicable law that implicitly or explicitly imposes a different standard on the Managers shall be interpreted to impose only this good faith standard. Whenever in this Agreement the Managers or a Covered Person is permitted or required to act in its "good faith," any such Manager or Covered Person shall act under such express standard and, to the fullest extent permitted by applicable law, shall not be subject to any other or different standard.

(b) Limitation of Liability. Notwithstanding any other terms of this Agreement or any other agreement relating to the Company, whether express or implied, or any obligation or duty at law or in equity, and to the fullest extent permitted by law, no Covered Person shall be liable to the Company or to any Member for any act or omission (in relation to the Company, this Agreement, any document related to the Company, any transaction, any investment, or any business decision or action including without limitation for breach of contract or breach of duties including fiduciary duties) taken or omitted by a Covered Person, provided that a court of competent jurisdiction has not rendered a final determination and after exhaustion of all appeals that such act or omission constitutes fraud or willful misconduct. Notwithstanding anything to the contrary in this Agreement or any other agreement, understanding or arrangement between the parties hereto, other than the obligation of the Managers to use good faith pursuant to Section 11.1(a), this Section 11.1 shall not apply to the Company Parties.

(c) Limitations on Company Parties. All of the Members hereby explicitly acknowledge and agree that the indemnification rights, exculpation rights and insurance afforded to the Shaw-Related Parties pursuant to this Agreement shall not apply to any Company Party, regardless of the capacity of such Company Party. For the avoidance of doubt, the Company Parties explicitly waive and disclaim any rights to any indemnity, exculpation, benefits including without limitation 401(k), medical, dental, insurance, and any other benefits or rights offered to or afforded the Shaw-Related Parties. The Company Parties explicitly acknowledge that they are not employed by any party other than the Company and/or one or more of its Subsidiaries (except, in the case of Gary Chodes and Ralph Shayne, Warranty Finance, LLC) and acknowledge that they are not entitled to any dual-employment rights or other rights in connection with the Shaw-Related Parties.

(d) Limitation of Duties. Any Covered Person acting under this Agreement or otherwise shall be entitled to rely to the fullest extent permitted by law on the provisions of this Agreement and any other document relating to the Company, and on the advice, opinions, statements and reports of counsel, accountants, and/or other professionals that are provided to the Company or such Covered Person, and such Covered Person shall not be liable to the Company or any of its Subsidiaries or to any Member for such Covered Person's reliance on this Agreement, any such document, or such advice, unless a court of competent jurisdiction has rendered a final determination after exhaustion of all appeals that such reliance constitutes fraud or willful misconduct by such Covered Person. The provisions of this Agreement, to the extent



that they restrict or eliminate the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members and the Company to replace, to the fullest extent permitted by applicable law, such other duties and liabilities of such Covered Person. This Section 11.1 does not create any duty or liability of a Covered Person that does not otherwise exist at law or in equity. Notwithstanding any provisions of law or in equity to the contrary, whenever a Covered Person is permitted or required to make a decision in its "sole discretion" or "discretion" or under a grant of similar authority or latitude, such Covered Person shall be entitled to consider only such interests (including its own interests) and factors as it desires, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or the other Members, or any other Person, to the fullest extent permitted by applicable law.

(c) Indemnification of Covered Persons. Each Covered Person (regardless of such Person's capacity and regardless of whether another Covered Person is entitled to indemnification) shall be indemnified and held harmless by the Company (out of only the Company's own assets), to the fullest extent permitted under applicable law, from and against any and all loss, liability, and expense (including without limitation taxes; penalties; judgments; fines; amounts paid or to be paid in settlement; costs of investigation and preparations; and fees, expenses, and disbursements of attorneys, whether or not the dispute or proceeding involves the Company or any Member) reasonably incurred or suffered by any such Covered Person in connection with the activities of the Company or its Subsidiaries, except where a court of competent jurisdiction after exhaustion of all appeals has rendered a final determination that the loss, liability, or expense incurred by such Covered Person was incurred or suffered by reason of such Covered Person's fraud, willful misconduct, or (only to the extent applicable law does not permit indemnification for gross negligence) gross negligence. The Company shall advance to any Covered Person the expenses and/or other indemnification payments to which such Covered Person may be entitled; provided that such Covered Person promises to repay any such advanced expense or other indemnification payments if such Covered Person is ultimately found to be ineligible for such expenses or indemnification payments.

(f) Reliance. Each Covered Person, Manager and officer may rely, and shall incur no liability in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, paper, document, signature, or writing reasonably believed by it to be genuine, and may rely on a certificate signed by an officer, agent, or representative of any Person in order to ascertain any fact with respect to such Person or within such Person's knowledge, in each case unless a court of competent jurisdiction has rendered a final determination after exhaustion of all appeals that such Covered Person, Manager and officer has engaged in fraud or willful misconduct.

(g) No Personal Liability of Covered Persons. The obligations of the Company to the Members and Covered Persons provided in this Agreement and/or arising under law are solely the obligations of the Company, and no personal liability whatsoever shall attach to, or be incurred by, any other Covered Person, Manager or Member for such obligations, to the fullest extent permitted by law. The obligations of the Managers provided in this Agreement and/or arising under law are solely the obligations of the Managers, and no personal liability whatsoever shall attach to, or be incurred by, any other Covered Person, other Manager or

Member for such obligations, to the fullest extent permitted by law. In addition, it is expressly agreed and understood that any obligations of any Covered Person, Manager or Member provided in this Agreement and/or arising under law are solely the obligations of such Covered Person, Manager or Member, and no personal liability whatsoever shall attach to, or be incurred by, any other Covered Person, other Manager or other Member for such obligations, to the fullest extent permitted by law. Where the foregoing provides that no personal liability shall attach or be incurred by a Covered Person, Manager or Member, any claims against and/or recourse to such Covered Person, Manager or Member for or in connection with such liability, whether arising in common law or equity or created by rule of law, statute, constitution, contract, or otherwise, are expressly released and waived under this Agreement, to the fullest extent permitted by law, as a condition of, and as part of the consideration for, the execution of this Agreement and any related agreement, and the incurring by the Company of the obligations provided in such agreements.

(h) Certain Conflicts of Interest. To the fullest extent permitted by applicable law, whenever a conflict of interest exists or arises between D. E. Shaw, Laminar, David E. Shaw, or any Manager appointed by D. E. Shaw (each, an "Excused Person") on the one hand, and the Company or a Member on the other hand, the Excused Person shall resolve such conflict of interest considering in each case, in its sole discretion, the relative interest of each party (including its own interest) to such conflict, the benefits and burdens relating to such interests, any relevant industry practices, any applicable accounting practices or principles, and any other matters considered relevant by the Excused Person. To the fullest extent permitted by applicable law and unless a court of competent jurisdiction has rendered a final determination after exhaustion of all appeals that the Excused Person has engaged in fraud or willful misconduct, the resolution of the conflict made by the Excused Person shall not constitute a breach of this Agreement, of any other document relating to the Company, of any other agreement contemplated by this Agreement, and/or of any duty or obligation of the Excused Person at law or in equity or otherwise.

(i) LIMITATION OF DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY AGREEMENT RELATING TO THE COMPANY TO THE CONTRARY, NO COVERED PERSON (INCLUDING WITHOUT LIMITATION ANY EXCUSED PERSON) SHALL BE LIABLE TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, TO ANY MEMBER, OR TO ANY OTHER PERSON MAKING CLAIMS ON BEHALF OF THE FOREGOING FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES.

(j) Limitation on Amendments. Any amendment of any provision of this Section 11.1 that materially adversely affects any beneficiary of the provisions of this Section 11.1 shall apply only with respect to acts or omissions of such beneficiary occurring after the date of such amendment. In addition, any such amendment of this Section 11.1 adversely affecting any such Person shall require the prior written consent of such Person.

(k) SECTION 11.1 A CONDITION TO ENTRY INTO AGREEMENT. THE INVESTOR MEMBERS WOULD NOT HAVE ENTERED THIS AGREEMENT IF NOT FOR THE INDEMNIFICATION, LIMITATION OF LIABILITY, RELEASES AND AGREEMENTS PROVIDED IN THIS SECTION 11.1.

11.2 **Disclaimer of Warranties.** The Covered Persons expressly disclaim all warranties, conditions, or representations (express or implied, oral or written) with respect to any services rendered by the Covered Persons hereunder or under a separate agreement or understanding (collectively, the "Services") (or on such Covered Person's behalf), and to the quality of the performance of the foregoing, including any and all implied warranties or conditions, whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing. Each of the Covered Persons makes no warranty, condition, or representation concerning the likelihood of profitable business and/or of any business results using the Services rendered by it (or on such Covered Person's behalf). All Services hereunder are rendered "as is" and "with all faults." Without limiting the preceding sentences in this Section, each Covered Person expressly disclaims any warranty that any software, models, projections, reports, other goods and services rendered by it or by any other Covered Person (or on such Covered Person's behalf) will be accurate or error-free.

11.3 **Actions of Members and Managers.**

(a) The Investor Members, the Investor Managers, and any other Shaw-Related Party (including, without limitation, David E. Shaw) (collectively, the "Exempt Persons"), in their sole discretion and without obtaining the consent of or soliciting participation by any other Member or the Company, (i) may engage in, possess an interest in, or participate as an officer, director, consultant, representative, partner, stockholder, manager, member, or employee in, any present or future business venture (whether or not competing with any present or future business activities of the Company), including without limitation any aspect of any plaintiff funding or structured settlement business; and (ii) may become a shareholder, officer or director of any corporation, a member (including the managing member) or manager of any limited liability companies, a partner (including a general partner) in any partnerships, the manager of other entities, and/or the investment manager for investment funds; and (to the fullest extent permitted by law) the doctrines of corporate opportunity and fiduciary duty, or any analogous doctrines, shall not apply to any Exempt Person. Each Member acknowledges and agrees that any such other investments, accounts, funds, business ventures, or other entities, whether now existing or created in the future, could compete with the Operating Company Business, and each Member waives any claims against the Exempt Persons based on such actions. No Exempt Person who acquires knowledge of a potential transaction, agreement, arrangement, or other matter that may be an opportunity for the Company or any other Member shall have any duty to communicate or offer such opportunity to the Company or any other Member, and (to the fullest extent permitted by law) such Exempt Person shall not be liable to the Company or to the Members for breach of any fiduciary or other duty by reason of the fact that such Exempt Person pursues or acquires for, or directs such opportunity to, another person or entity (including without limitation such Exempt Person or any other Exempt Person) and/or does not communicate such opportunity or information to the Company or any other Member. Any Exempt Person also currently (and in the future) may engage and/or invest in other businesses and/or non-business activities, both within and outside of the Operating Company Business. Neither the Company nor any Member shall have any right, title, or interest in or to any such businesses and/or activities, or in the income or profits derived therefrom, by reason of this Agreement or otherwise. This Section 11.3 is not intended to relieve any Exempt Person

from its obligations under any confidentiality or nondisclosure agreement between such Exempt Person and the Company or any of its Subsidiaries.

(b) During the term of this Agreement, Oasis Group shall not, and it shall cause its Affiliates (including the Company and its Subsidiaries) not to, without the prior written consent of the Investor Members (to be given or withheld in the Investor Members' sole discretion), enter into any agreement relating to the Operating Company Business or the Other Lines of Business pursuant to which it originates, sources, or sells assets to any third party or any other agreement that would cause Oasis Group or its Affiliates to compete with or otherwise be adverse to the Operating Company Business, the transactions contemplated by this Agreement, the Master Purchase Agreement, the Master Servicing Agreement or the Laminar Credit Agreement.

(c) [Reserved]

(d) The limitations set forth in Sections 11.3(b) and 11.3(c) shall apply only to the operations of any Person within the United States.

#### 11.4 Indemnification of Employee Managers and Officers.

(a) Right to Indemnification. The Company hereby indemnifies and holds harmless each Employee Manager and each officer of the Company and/or one or more of its Subsidiaries to the fullest extent permitted under applicable law (collectively, the "Indemnitees") from and against any and all losses, liabilities, obligations, claims, damages, costs and expenses, including all penalties, fines, judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation (collectively, "Damages") that any such Indemnitee may suffer or incur if the Indemnitee is made a party to or threatened to be made a party to any action, suit or proceeding, whether civil, criminal or administrative or investigative (a "Claim"), initiated by any third party (other than the Company or any of its Subsidiaries or any Member) by reason of the fact that Indemnitee is or was a Manager or officer of the Company and/or one or more of its Subsidiaries, or is or was serving at the request of the Company as a Manager, officer or employee of the Company and/or one or more of its Subsidiaries. The indemnification required by this Section 11.4 is solely the obligation of the Company and no other Person (including any Covered Person) shall have any obligation whatsoever to provide or contribute to such indemnification.

(b) Exceptions. The Indemnitee shall not be entitled to any indemnification under this Section 11.4 and the recovery of Damages to the extent that Damages are attributable to (i) willful misconduct by or bad faith of the Indemnitee, (ii) conduct that was outside of the scope of Indemnitee's authority or responsibility as a Manager, officer or employee of the Company and/or one or more of its Subsidiaries, (iii) fraud of the Indemnitee, (iv) negligence of the Indemnitee, and (v) any Claim made by the Company or any of its Subsidiaries or any Member. In addition, the Company's maximum liability to all Indemnitees for Damages arising from Claims shall be \$25,000,000, and the Company shall have no further obligation to indemnify any Indemnitee with respect to any Claim after the Company has incurred an aggregate of \$25,000,000 in indemnification expenses with respect to all Claims of Indemnitees.

The Company shall advance to any Indemnitee the expenses and/or other indemnification payments to which such Indemnitee may be entitled; provided such that such Indemnitee shall promptly repay such advanced expenses or other indemnification payments if such Indemnitee is ultimately found to be ineligible for such indemnification. Each Indemnitee hereby acknowledges and agrees that the obligation to indemnify provided by Section 11.4(a) is solely a Company obligation and not an obligation of any other Person (including, without limitation, any Member, Manager or Affiliate (including, without limitation, any Shaw-Related Party)), and no Indemnitee by virtue of this Section 11.4 shall be covered by any insurance policies or entitled to any other benefit of any Shaw-Related Party, other than the insurance policies of the Company and/or one or more of its Subsidiaries. The parties agree that the limitations set forth in this Section 11.4(b) shall not limit or otherwise affect the coverage that may be available to Indemnitees under the "directors and officers" insurance policy obtained by the Company and/or one or more of its Subsidiaries in accordance with Section 11.5(a).

(c) Indemnification Procedures. If any Claim shall be brought against any Indemnitee in respect of which indemnification may be sought pursuant to this Agreement, the Company shall have the right to assume the defense thereof with counsel of its own choosing and reasonably acceptable to the Indemnitee and to control any settlement of the Claim; provided, however, that the Company will not settle any Claim unless it first obtains the consent of the relevant Indemnitee, which consent shall not be withheld if such settlement (i) does not require the Indemnitee to make any payment that is not indemnified under this Agreement, (ii) does not impose any non-financial obligations on the Indemnitee, (iii) does not require an acknowledgment of wrongdoing on the part of any Indemnitee and (iv) includes a complete release of such Indemnitee. Any Indemnitee shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnitee except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing or (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel. The Company will not be liable to any Indemnitee under this Agreement for any settlement by an Indemnitee effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed (it being agreed that it shall not be unreasonable for the Company to withhold or delay such consent if the Company (x) has acknowledged in writing its obligation to indemnify such Indemnitee with respect to such matter and (y) the Company has assumed and is actively and in good faith pursuing the defense of such matter as herein provided).

#### 11.5 Insurance.

(a) D&O Insurance. The Company or one of its Subsidiaries shall within 120 calendar days of the date hereof use commercially reasonable efforts to obtain from financially sound and reputable insurers "directors and officers" insurance covering the actions and omissions of the Managers and officers with coverage customary for companies similarly situated to the Company, except as otherwise determined with Approval of the Managers. The Company will cause to be maintained such insurance required by this Section 11.5(a), except as otherwise determined with the Approval of the Managers (including the CEO Manager). Such policy shall not be cancelable by the Company (or the applicable Subsidiary) without prior Approval of the Managers.

(b) Key-man Insurance. The Company or one of its Subsidiaries shall within 120 calendar days of the date hereof obtain from financially sound and reputable insurers term life insurance on the life of Michael Pekin in the aggregate amount of \$2,000,000, except as otherwise decided determined with the Approval of the Managers. If determined by the Managers, the Company or one of its Subsidiaries will obtain from financially sound and reputable insurers term life insurance on the life of Gary Chodes in the amount determined by the Managers. The Company will cause to be maintained the term life insurance required by this Section 11.5(b), except as otherwise determined with the Approval of the Managers. Such policies shall name the Company or one of its Subsidiaries as loss payee and shall not be cancelable by the Company (or the applicable Subsidiary) without prior Approval of the Managers.

(c) Liability Insurance. The Company or one of its Subsidiaries shall within 120 calendar days of the date hereof use commercially reasonable efforts to obtain from financially sound and reputable insurers general liability insurance in amounts customary for companies similarly situated, except as otherwise determined with the Approval of the Managers. The Company will cause to be maintained the general liability insurance required by this Section 11.5(c), except as otherwise determined with the Approval of the Managers. Such policy shall name the Company or one of its Subsidiaries as loss payee and shall not be cancelable by the Company (or the applicable Subsidiary) without prior Approval of the Managers.

(d) Fidelity Bond. If required by the Managers, the Company or one of its Subsidiaries shall maintain, with a company acceptable to D. E. Shaw, a blanket fidelity bond or similar coverage, with broad coverage on all officers, employees or other persons acting in any capacities, who handle funds, money, documents and papers relating to the business of the Company and/or one or more of its Subsidiaries ("Employees"). Any such fidelity bond shall protect and insure the Company and its Subsidiaries against losses resulting from dishonest or fraudulent acts of such Employees. No provisions of this Section 11.5(d) requiring a fidelity bond shall diminish or relieve the Company from any of its duties or obligations. The minimum coverage under any such fidelity bond or comparable coverage shall be determined by the Managers. Upon the request of D. E. Shaw, Seller shall cause to be delivered to D. E. Shaw a certified, true copy of such fidelity bond or comparable policy.

11.6 Appearance as a Witness. Notwithstanding any other provision of this Section 11.6, the Company shall pay or reimburse reasonable out of pocket expenses incurred by a Manager, officer or employee in connection with his or her appearance as a witness or other participation in any proceeding related to or arising out of the business of the Company or one of its Subsidiaries at a time when he or she is not a named defendant or respondent in such proceeding.

11.7 Survival. This ARTICLE XI shall survive any termination of this Agreement.

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## ARTICLE XII

### MISCELLANEOUS PROVISIONS

#### 12.1 Notices.

(a) Any notice, notification, demand or request provided or permitted to be given under this Agreement must be in writing and shall have been deemed to have been properly given, unless explicitly stated otherwise, if sent by (i) FedEx or other comparable overnight courier by overnight delivery, (ii) registered or certified mail, postage prepaid, return receipt requested, (iii) facsimile transmission during normal business hours to the place of business of the recipient or (iv) in email PDF format.

(b) For purposes of all notices, the addresses and facsimile numbers of the Managers and the Members are set forth on Exhibit A.

(c) All notices, notifications, demands or requests so given shall be deemed given and received (i) if sent via FedEx or other comparable overnight courier by overnight delivery, the next Business Day after being deposited with such courier if reasonably calculated to arrive on such next Business Day; (ii) if mailed, five (5) Business Days after being deposited in the mail; (iii) if sent via facsimile transmission, the next Business Day after being so transmitted; or (iv) if sent by email PDF format, upon confirmation.

#### 12.2 Amendments; Waiver.

(a) Except as otherwise expressly set forth in this Agreement, this Agreement may be amended, supplemented or restated or any provision hereof may be waived only upon the written Approval of the Common Members; provided, however, that any amendment or waiver that would uniquely or disproportionately and adversely affect the rights and/or obligations of a particular Member or group of Members (as distinguished from an amendment or waiver that would affect all Members equally) shall also require the written Approval of the Members holding a majority of the Units so uniquely and adversely affected. Notwithstanding the foregoing, this Agreement may be amended by the Managers without the consent of the Members to: (i) amend Exhibit A pursuant to this Agreement to reflect additional Capital Contributions and the addition of new Members as permitted hereby, (ii) to amend Section 6.1(a)(i) to reduce the number of authorized Units upon the repurchase, redemption, forfeiture or cancellation of any Preferred Units, and (iii) cure any ambiguity or correct or supplement any provision hereof that is incomplete or inconsistent with any other provision hereof or correct any printing, stenographic or clerical error or omissions; provided, however, such amendment does not disproportionately adversely affect any rights of any of the Members.

(b) The rights and preferences of any group of Members may be waived in writing with the Approval of such Members.

(c) The Certificate may be amended, supplemented or restated only with the Approval of the Common Members; provided, however, that any amendment or waiver that

would uniquely or disproportionately and adversely affect the rights and/or obligations of a particular Member or group of Members (as distinguished from an amendment or waiver that would affect all Members equally) shall also require the written Approval of the Members holding a majority of the Units so uniquely and adversely affected. Upon obtaining the approval of any amendment to the Certificate, the Managers shall cause a Certificate of Amendment in accordance with the Act to be prepared, and such Certificate of Amendment shall be executed by at least one (1) Manager and shall be filed in accordance with the Act.

**12.3 Application of Delaware Law.** This Agreement and the application or interpretation hereof, shall be governed exclusively by the laws of the State of Delaware, and specifically the Act.

**12.4 No Action for Partition.** No Member shall have any right to maintain any action for partition with respect to the Company's Property.

**12.5 Headings and Sections.** The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. Unless the context requires otherwise, all references in this Agreement to Sections or Articles shall be deemed to mean and refer to Sections or Articles of this Agreement.

**12.6 Interpretation.** Where the context so indicates, the masculine shall include the feminine, the neuter shall include the masculine and feminine, and the singular shall include the plural. The words "include," "includes" and "including" whenever used herein shall be deemed in each case to be followed by the words "without limitation."

**12.7 Binding Effect.** Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the Members, their distributees, heirs, legal representatives, executors, administrators, successors and assigns.

**12.8 No Third-Party Beneficiary.** This Agreement is made solely and specifically between and for the benefit of the parties hereto and their respective successors and assigns, subject to the express provisions hereof relating to successors and assigns. No other Person has any rights, interest, or claims hereunder or is or will be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise unless specifically provided in this Agreement.

**12.9 Sole and Absolute Discretion.** Except as otherwise provided in this Agreement, all actions that any Manager and/or Member may take and all determinations that any Manager and/or Member may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of that Manager and/or Member.

**12.10 Title to Company Property.** To the extent that Company Property is held in the name of a Member, the Property shall be deemed held by that Member as agent and nominee for and on behalf of the Company. Any other property acquired by or standing in the name of any



Member shall be conclusively presumed not to be Property, unless an instrument in writing, signed by such Member, shall specify to the contrary.

**12.11 Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be legal, valid, and enforceable.

**12.12 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and shall be binding upon the Members and Managers who executed the same, but all of such counterparts shall constitute the same Agreement.

**12.13 Entire Agreement.** The Certificate, the Master Purchase Agreement, the Master Servicing Agreement and this Agreement (i) constitute the entire agreement between the parties relating to the subject matter hereof and (ii) supersede all previous contracts and agreements between the parties hereto, both oral and written.

**12.14 Investor Members' Power of Attorney.** The Investor Member then holding the greatest number of Common Units held by all Investor Members is authorized to, and each of the undersigned for himself, herself or itself hereby irrevocably constitutes and appoints such Investor Member (and any person authorized by such Investor Member for the purpose), his, her or its true and lawful attorney-in-fact in his name, place, and stead, with full power of substitution, to make, execute, sign, acknowledge, swear to, and file any application, certificate, report, document, agreement, amendment, instrument, consent or other document pursuant to the rights and obligations of the Members set forth in Sections 4.5 and 5.11(c). It is expressly intended by each Member that the power of attorney granted by this Section 12.14 is coupled with an interest, shall be irrevocable, and shall survive and shall not be affected by the subsequent disability or incapacity of such Member (or if such Member is a corporation, partnership, trust, association, limited liability company, or other legal entity, by the dissolution or termination thereof) or by the Transfer (if any) of the Member's Membership Interest in the Company.

**12.15 Managers' Power of Attorney.** The Managers are authorized to, and each of the undersigned for himself, herself or itself hereby irrevocably constitutes and appoints the Managers (and any person authorized by the Managers for the purpose), his, her or its true and lawful attorney-in-fact in his name, place, and stead, with full power of substitution, to make, execute, sign, acknowledge, swear to, and file any application, certificate, report, document, agreement, amendment, instrument, consent or other document pursuant to the rights and obligations of the Members set forth in Sections 4.9 and 5.11(b). It is expressly intended by each Member that the power of attorney granted by this Section 12.15 is coupled with an interest, shall be irrevocable, and shall survive and shall not be affected by the subsequent disability or incapacity of such Member (or if such Member is a corporation, partnership, trust, association, limited liability company, or other legal entity, by the dissolution or termination thereof) or by the Transfer (if any) of the Member's Membership Interest in the Company.

12.16 [Reserved]

12.17 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER, RELATING TO, OR CONNECTED WITH THE TRANSACTION DOCUMENTS, OR ANY OTHER AGREEMENT, INSTRUMENT OR DOCUMENT CONTEMPLATED HEREBY OR DELIVER IN CONNECTION HEREWITH OR THEREWITH AND AGREE THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

12.18 CONSENT TO JURISDICTION AND SERVICE OF PROCESS. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR ANY OF THE OTHER TRANSACTION DOCUMENTS MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HERETO ACCEPTS, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND IRREVOCABLY AGREES TO BE BOUND BY ANY FINAL JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT FROM WHICH NO APPEAL HAS BEEN TAKEN OR IS AVAILABLE. EACH OF THE PARTIES HERETO IRREVOCABLY AGREES THAT ALL SERVICE OF PROCESS IN ANY SUCH PROCEEDINGS IN ANY SUCH COURT MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO IT AT ITS ADDRESS SET FORTH ON THE SIGNATURE PAGES HERETO OR AT SUCH OTHER ADDRESS OF WHICH THE OTHER PARTIES HERETO SHALL HAVE BEEN NOTIFIED PURSUANT THERETO, SUCH SERVICE BEING HEREBY ACKNOWLEDGED BY THE PARTIES HERETO TO BE EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH JURISDICTION. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR SHALL LIMIT THE RIGHT OF THE INVESTOR MEMBERS OR INVESTOR MANAGERS TO BRING PROCEEDINGS AGAINST THE COMPANY PARTIES IN THE COURT OF ANY OTHER JURISDICTION.

12.19 Disclosure of Confidential Information. Anything to the contrary in this Agreement or any other agreement by or among the Company or any of its Subsidiaries and any Shaw-Related Party, any Shaw-Related Party shall be entitled to disclose confidential information of the Company and its Subsidiaries, to the extent that such Shaw-Related Party

deems necessary or appropriate, (i) (A) if required to do so by any requirement of Law, (B) to any Governmental Authority having or claiming authority to regulate or oversee any aspect of such Person's business or that of the Company and its Subsidiaries in connection with the exercise of such authority or claimed authority, or (C) pursuant to subpoena; or (ii) to effect or preserve its security for any applicable investment or financing or to enforce any remedy provided herein or in any applicable investment or financing documents or otherwise available by law; or (iii) on a confidential basis, to such Person's Affiliates, legal counsel, accountants (including outside auditors), advisors or other representatives; or (iv) on a confidential basis, to any bank or financial institution or other entity, and/or counsel to or other representatives of such bank or financial institution or other entity, to which such Person in good faith desires to sell an interest in any applicable investment or financing; or (v) to (x) any bank, financial institution or other financing source, or trustee, agent or counsel therefor, and (y) S&P, Moody's, Fitch and/or other ratings agency, or any agent or counsel therefor, in each case in connection with such Person's obtaining financing; or (vi) making such disclosures to its investors or potential investors; provided, however, that, with respect to clauses (iv) through (vi) above, the relevant recipient shall (A) be informed of the confidentiality of such information and (B) be instructed to keep such information confidential in accordance with customary industry practice.

**12.20 Pledge of Units.** Notwithstanding anything to the contrary in this Agreement or any other agreement by or among the Company or any of its Subsidiaries and any Shaw-Related Party, any Shaw-Related Party may pledge, or grant a security interest in, all or any portion of its Units and other rights and interests under this Agreement and any other agreement between the Company or any of its Subsidiaries and any Shaw-Related Party, and all other agreements, schedules, exhibits, documents, instruments and certificates executed or delivered pursuant thereto or in connection with any of the foregoing (collectively, the "Agreements") to any bank, financial institution or other financing source, or trustee, agent or counsel therefor, in support of borrowings made by such Shaw-Related Party and (ii) any Shaw-Related Party which is a fund may pledge, or grant a security interest in, all or any portion of its Units and other rights and interests under the Agreements to its trustee in support of its obligations to its trustee. No pledge or grant of a security interest pursuant to this Section 12.20 shall release the Company or the applicable Shaw-Related Party from any of their respective obligations hereunder.

**12.21 Legal Representation.** Each of the parties acknowledges that such party has been advised to seek independent counsel with regard to the preparation of this Agreement and has had the opportunity to seek and/or has sought such counsel. Each of the parties acknowledges that Moore & Van Allen PLLC has represented only D. E. Shaw and other Shaw-Related Parties in connection with this Agreement and the transactions contemplated hereby. Following the date hereof, Moore & Van Allen PLLC will continue to represent D. E. Shaw and other Shaw-Related Parties and may represent the Company and its Subsidiaries for certain engagements. The parties recognize that a potential conflict of interest exists as a result of Moore & Van Allen PLLC's representation of the Company and its Subsidiaries, and of D. E. Shaw and other Shaw-Related Parties, and hereby consents to such dual representation. This consent does not extend to any litigation between D. E. Shaw, other Shaw-Related Parties, the Company and its Subsidiaries that may develop in the future and in such instances the Company consents to the continued representation of D. E. Shaw and other Shaw-Related Parties by Moore & Van Allen PLLC.

**12.22 Termination of Securities Purchase Agreement.** As of the date of the Prior Heldeo LLC Agreement, the Securities Purchase Agreement dated as of February 22, 2007 among the Oasis Operating Company, Laminar (and subsequently assigned to D. E. Shaw) and the Insider Members named therein, as amended, is hereby terminated in its entirety and of no further force and effect (except for any indemnification and similar obligations that, by their terms, survive any such termination).

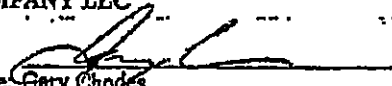
**12.23 No Effect Upon Lending Relationship.** Notwithstanding anything herein to the contrary, nothing contained in this Agreement shall affect, limit or impair the rights and remedies of Laminar or any of other Shaw-Related Party in its capacity as a lender to the Company or any of its Subsidiaries pursuant to any agreement under which the Company or any of its Subsidiaries has borrowed money from Laminar or any of other Shaw-Related Party. Without limiting the generality of the foregoing, Laminar or any of other Shaw-Related Party, in exercising its rights as a lender, including making its decision on whether to foreclose on any collateral security (but subject in all respects to the applicable provisions of any subordination agreement entered into in connection with a Senior Debt Agreement), will have no duty to consider (i) its status or the status of any of its Affiliates as a direct or indirect equity holder of the Company, (ii) the equity of the Company or (iii) any duty it may have to any other direct or indirect equity holder of the Company, except as may be required under the applicable loan documents or by commercial law applicable to creditors generally.

*Remainder of Page Intentionally Left Blank.  
Signature Pages Follow.*

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the \_\_\_ day of June, 2011.

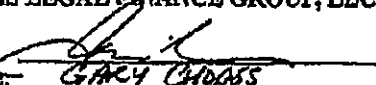
"COMPANY"

OASIS LEGAL FINANCE HOLDING  
COMPANY LLC

By:   
Name: Gary Chodes  
Title: Chief Executive Officer

"MEMBERS"

OASIS LEGAL FINANCE GROUP, LLC

By:   
Name: Gary Chodes  
Title: CEO

  
Gary Chodes

Michael Pekin

  
Ralph Shayne

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IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Agreement as of the \_\_\_ day of June, 2011.

**"COMPANY"**

**OASIS LEGAL FINANCE HOLDING  
COMPANY LLC**

By: \_\_\_\_\_  
Name: Gary Chodes  
Title: Chief Executive Officer

**"MEMBERS"**

**OASIS LEGAL FINANCE GROUP, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Gary Chodes

Michael Pekin

Ralph Shayne

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**D. E. SHAW COMPOSITE SIDE POCKET  
SERIES 5, L.L.C.**

By: W. Todd Huskinson  
Name: W. Todd Huskinson  
Title: Authorized Signatory

**SPV CAPITAL FUNDING, L.L.C.**

By: W. Todd Huskinson  
Name: W. Todd Huskinson  
Title: Authorized Signatory

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## EXHIBIT A

### COMPANY, MANAGER AND MEMBER INFORMATION

#### 1. Company Information:

**Name of Company:** Oasis Legal Finance Holding Company LLC

**Address, Telephone and Facsimile Number of Company:** Oasis Legal Finance Holding Company LLC  
40 North Skokie Blvd., Suite 500  
Northbrook, Illinois 60062

**Telephone:** 847-521-4400  
**Facsimile:** 847-521-4444  
**Email:** gchodes@oasislegal.com

**Registered Agent and Registered Office:** National Registered Agents, Inc.  
160 Greentree Drive, Suite 101  
Dover, County of Kent  
Delaware 19904

#### 2. Managers:

##### Investor Managers

**a. Name of Manager:** Robert T. Ladd

**Address, Telephone and Facsimile Number:** D. E. Shaw & Co., L.P.  
10000 Memorial Drive  
Houston, Texas 77024

**Telephone:** 713-292-5409  
**Facsimile:** 713-292-5459  
**Email:** Robert.Ladd@deshaw.com



b. Name of Manager:

Dean D'Angelo

Address, Telephone and  
Facsimile Number:

D. E. Shaw & Co., L.P.  
3 Bethesda Metro Center  
Suite 1450  
Bethesda, MD 20814

Telephone: 301-634-3001  
Facsimile: 301-634-3051  
Email: dangelod@deshaw.com

c. Name of Manager:

Adam Pollock

Address, Telephone and  
Facsimile Number:

D. E. Shaw & Co., L.P.  
10000 Memorial Drive  
Houston, Texas 77024

Telephone: 713-292-5407  
Facsimile: 713-292-5450  
Email: Adam.Pollock@deshaw.com

Employee Managers

a. Name of Manager

Gary Chodes (CEO Manager)

Address, Telephone and  
Facsimile Number:

Oasis Legal Finance Operating Company LLC  
40 North Skokie Blvd., Suite 500  
Northbrook, Illinois 60062

Telephone: 847-521-4420  
Facsimile: 847-521-4320  
Email: gchodes@oasislegal.com

Name of Manager

Michael Pekin

Address, Telephone and  
Facsimile Number:

Oasis Legal Finance Operating Company LLC  
40 North Skokie Blvd., Suite 500  
Northbrook, Illinois 60062

Telephone: 847-521-4434  
Facsimile: 847-521-4334  
Email: mpekin@oasislegal.com

Name of Manager

Ralph Shayne

Address, Telephone and  
Facsimile Number:

Oasis Legal Finance Operating Company LLC  
40 North Skokie Blvd., Suite 500  
Northbrook, Illinois 60062

Telephone: 312-261-4825  
Facsimile: 312-261-4826  
Email: rshayne@oasislegal.com

3. Members:

Preferred Members

None

Special Unit Holders

Name of Member:

Gary Chodes

Address, Telephone and  
Facsimile Number:

40 North Skokie Blvd., Suite 500  
Northbrook, Illinois 60062

Telephone: 847-521-4420  
Facsimile: 847-521-4320  
Email: gchodes@oasislegal.com

Capital Contribution:

\$0.00

Special Units:

607.65

Date Became Special Unit Holder:

June \_\_, 2011

Name of Member:

Michael Pekin

Address, Telephone and  
Facsimile Number:

40 North Skokie Blvd., Suite 500  
Northbrook, Illinois 60062

Telephone: 847-521-4434  
Facsimile: 847-521-4334  
Email: mpekin@oasislegal.com

Capital Contribution:

\$0.00

Special Units:

392.35

Date Became Special Unit Holder:

June \_\_, 2011

CHAR\102001192

**Common Members**

a. Name of Member: D. E. Shaw Composite Side Pocket Series S,  
L.L.C.

Address, Telephone and 10000 Memorial Drive, Suite 500  
Houston, Texas 77024

Facsimile Number: Attn: Robert T. Ladd

Telephone: 713-292-5401  
Facsimile: 713-292-5459  
Email: [Robert.Ladd@deshaw.com](mailto:Robert.Ladd@deshaw.com)

*With a copy to*

D. E. Shaw & Co., L.P.  
10000 Memorial Drive  
Houston, Texas 77024  
Attn: Adam Pollock

Telephone: 713-292-5407  
Facsimile: 713-292-5457  
Email: [Adam.Pollock@deshaw.com](mailto:Adam.Pollock@deshaw.com)

*With a copy to*

D. E. Shaw & Co., L.P.  
3 Bethesda Metro Center  
Suite 1450  
Bethesda, MD 20814  
Attn: Dean D'Angelo

Telephone: 301-634-3001  
Facsimile: 301-634-3051  
Email: [dangelod@deshaw.com](mailto:dangelod@deshaw.com)

*With a copy to (which shall not  
constitute notice)*

Moore & Van Allen PLLC  
Suite 4700  
100 North Tryon Street  
Charlotte, NC 28202-4003  
Attn: Wayne McKinzie

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Telephone 704-331-1061  
Facsimile 704-378-2061  
Email:  
waynemckinzie@mvalaw.com

Capital Contribution: \$17,500,000\*

Common Units: 33,284,000

Date Became Common Member: October 27, 2010

b. Name of Member Oasis Legal Finance Group, LLC

Address, Telephone and  
Facsimile Number: Oasis Legal Finance Group, LLC  
40 North Skokie Blvd., Suite 500  
Northbrook, Illinois 60062

Telephone: 847-521-4420  
Facsimile: 847-521-4320  
Email: gchodes@oasislegal.com

Capital Contribution: \$4,642,857\*

Common Units: 4,742,349

Date Became Common Member: October 27, 2010

c. Name of Member: Gary Chodes

Address, Telephone and  
Facsimile Number: 40 North Skokie Blvd., Suite 500  
Northbrook, Illinois 60062

Telephone: 847-521-4420  
Facsimile: 847-521-4320  
Email: gchodes@oasislegal.com

Capital Contribution: \$0.00

Common Units: 1,509,015

Date Became Common Member: October 27, 2010

Hurdle Amount \$0.00

\* Represents the Capital Contributions previously made to Oasis Operating Company.  
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d. Name of Member:

Michael Pekin

Address, Telephone and  
Facsimile Number:

40 North Skokie Blvd., Suite 500  
Northbrook, Illinois 60062

Telephone: 847-521-4434  
Facsimile: 847-521-4334  
Email: mpekin@oasislegal.com

Capital Contribution:

\$0.00

Common Units:

974,356

Date Became Common Member:

October 27, 2010

Hurdle Amount

\$0.00

e. Name of Member:

Ralph Shayne

Address, Telephone and  
Facsimile Number:

40 North Skokie Blvd., Suite 500  
Northbrook, Illinois 60062

Telephone: 312-261-4825  
Facsimile: 312-261-4826  
Email: rshayne@oasislegal.com

Capital Contribution:

\$0.00

Common Units:

262,200

Date Became Common Member:

October 27, 2010

Hurdle Amount

\$0.00

f. Name of Member:

SPV Capital Funding, L.L.C.

Address, Telephone and

10000 Memorial Drive, Suite 500  
Houston, Texas 77024

Facsimile Number:

Attn: Robert T. Ladd

Telephone: 713-292-5401  
Facsimile: 713-292-5459  
Email: [Robert.Ladd@deshaw.com](mailto:Robert.Ladd@deshaw.com)

*With a copy to*

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D. B. Shaw & Co., L.P.  
10000 Memorial Drive  
Houston, Texas 77024  
Attn: Adam Pollock

Telephone: 713-292-5407  
Facsimile: 713-292-5457  
Email: Adam.Pollock@deshaw.com

*With a copy to*

3 D. E. Shaw & Co., L.P.  
Bethesda Metro Center  
Suite 1450  
Bethesda, MD 20814  
Attn: Dean D'Angelo

Telephone: 301-634-3001  
Facsimile: 301-634-3051  
Email: dangelod@deshaw.com

*With a copy to (which shall not  
constitute notice)*

Moore & Van Allen PLLC  
Suite 4700  
100 North Tryon Street  
Charlotte, NC 28202-4003  
Attn: Wayne McKinzie

Telephone 704-331-1061  
Facsimile 704-378-2061  
Email:  
waynemckinzie@mvalaw.com

Capital Contribution:	\$441,002.4 <sup>1</sup>
Common Units:	832,080
Date Became Common Member:	December 9, 2010

<sup>1</sup> Deemed capital contribution of \$0.53 per unit pursuant to Section 3.1 of this Agreement.

EXHIBIT B

SPOUSE'S AGREEMENT

Reference is made to that certain Amended and Restated Limited Liability Company Agreement of Oasis Legal Finance Holding Company LLC (the "*Agreement*"). In consideration of the terms of the Agreement, in consideration of the Company's allowing the undersigned Member to become a Member of the Company, and for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Spouse of Member hereby appoints his/her spouse as his/her attorney attorney-in-fact in respect to the exercise of any rights under the Agreement and agrees to be bound by the provisions of the Agreement as if he or she were a party thereto as a member and insofar as he/she may have any rights in said Agreement or any Units or Membership Interests issued pursuant thereto under any laws or similar laws relating to marital property in effect in the state of residence as of the date of the signing of the foregoing Agreement.

Executed as of \_\_\_\_\_, 2010

MEMBER:

Name: \_\_\_\_\_

SPOUSE OF MEMBER:

Name: \_\_\_\_\_

EXHIBIT C

ADOPTION AGREEMENT

This Adoption Agreement ("*Adoption Agreement*") is executed by the undersigned (the "*Member*") pursuant to the terms of that certain Amended and Restated Limited Liability Company Agreement, dated as of December 9, 2010, as such agreement may be amended or supplemented from time to time (the "*Agreement*") of Oasis Legal Finance Holding Company LLC (the "*Company*"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, the Member agrees as follows:

1. Acknowledgment. The Member acknowledges that Member is acquiring certain Units of the Company, subject to the terms and conditions of the Agreement.

2. Agreement. Member (i) agrees that the Units acquired by Member shall be bound by and subject to the terms of the Agreement, and (ii) hereby adopts the Agreement with the same force and effect as if Member were originally a party thereto. If the Member is acquiring Preferred Units of the Company, then the Member shall be treated as a Preferred Member, as the case may be, and as a Preferred Member for all purposes under the Agreement. If the Member is acquiring Common Units of the Company, then the Member shall be treated as a Common Member for all purposes under the Agreement.

3. Notice. Any notice required or permitted by the Agreement shall be given to Member at the address listed beside the Member's signature below.

EXECUTED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

MEMBER:

By: \_\_\_\_\_  
Name and Title

Address: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Number of Units: \_\_\_\_\_  
Class of Units: \_\_\_\_\_

Accepted and Agreed:

Oasis Legal Finance Holding Company LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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**EXHIBIT D**  
**GUIDELINES**

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**EXHIBIT E****REGISTRATION RIGHTS**

The following are general terms for the registration rights to be provided to the Investor Members by in accordance with Section 5.11(b):

**Demand Registration:**

- Investor Members holding of at least 25% of the Registrable Securities (as defined below) may request (the "*Demand Request*") registration by the Company of any or all of the Registrable Securities they hold. "Registrable Securities" means the shares of common stock issued to the Investor Members upon the conversion of the Company. The Company shall file, within 60 days after the Demand Request a registration statement covering the securities requested to be registered.
- Limitations on Demand Registration:
  - If the registration statement to be filed is on a Form S-1 or any similar long-form registration statement (a "*Long-Form Registration*"), then:
    - The Investor Members may collectively only require the filing of a Long-Form Registration three times (the Members have unlimited demand rights on any other registration form).
    - The Company shall only be required to prepare and file a Long-Form Registration if the aggregate offering price of the securities to be registered is expected to equal at least \$10,000,000.
  - Number – The Company shall only be required to file one Demand Registration every six months.
  - Market Standoff – Only one delay of no more than 90 days may be utilized in any 12 month period.
- The Investor Members providing the Demand Request have the right to select the investment banking firm(s) and manager(s).
- Underwriter Cut-Back – Priority of shares included in offering are as follows:
  - First, the Registrable Securities requested to be registered under the Demand Notice;
  - Second, any securities requested to be included by the Company; and
  - Third, any other securities requested to be included by other holders, pro rata among such other holders.
- No securities other than Registrable Securities held by the Members will be permitted to be included on a Demand Registration unless approved by the holders of the majority of Registrable Securities.

#### Piggyback Registration

- Unlimited piggyback registration rights on Company registrations.
- Underwriter Cut-Back – Priority of shares included in offering are as follows:
  - First, all of the securities that the Company proposes to sell for its own account;
  - Second, the Registrable Securities, pro rata among the Investor Members; and
  - Third, all other securities sold for any other security holder's account.
- In connection with any Piggyback Registration, the Company has the right to select investment banking firm(s) and manager(s).

#### Conditions for Form S-3

- The Company will agree to use its best efforts to cause all conditions to the availability of a Form S-3 registration statement to be met as soon as practicable.

#### Restrictions on Other Registrations

- Without the prior written consent of holders of at least a majority of the Registrable Securities, the Company may not grant or issue to any other person any registration rights.

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CIRCUIT COURT OF  
COOK COUNTY, ILLINOIS  
CHANCERY DIVISION  
CLERK DOROTHY BROWN

# Exhibit D

## EMPLOYMENT AT WILL AGREEMENT

THIS AGREEMENT is made and entered into as of this 9 day of September, 2013, by and between Oasis Legal Finance Operating Company LLC, a Delaware limited liability company and Tyson Beauchamp (hereinafter referred to as the "Employee"). For purposes of this Agreement, the "Company" shall mean Oasis Legal Finance Operating Company LLC and all of its subsidiaries, affiliates, successors or assigns of such companies, including, but not limited to, Oasis Legal Finance Holding Company, LLC, Oasis Legal Finance, LLC, Courthouse Services, LLC, Courthouse Investments, LP, and Sanhedrin Management, LLC.

THEREFORE, in consideration for the Company's agreement to employ or to continue to employ Employee, and for other good and valuable consideration, which includes the ability to participate in the Company's incentive compensation program and Employee's continued access to confidential and proprietary information of the Company (including, but not limited to the Company's database regarding Attorney Relationships and clients) as well as a one-time payment of one thousand dollars (\$1,000.00), all of which Employee agrees and acknowledges that Employee would not receive absent Employee's execution of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Company and Employee agree as follows:

1. EMPLOYMENT IS FULL TIME AND AT-WILL. During Employee's employment with the Company, Employee will devote Employee's full business time and efforts to the Company and will not, without the Company's express written consent, engage in any employment or other business activity competitive with or in conflict with the business interests of the Company. Employee acknowledges that this Agreement does not create any obligation on Employee's part to work for the Company, or on the part of the Company to employ Employee, for any fixed period of time, and Employee's employment with the Company is at-will and may be terminated by Employee or the Company at any time with or without cause.

2. INVENTIONS AND INNOVATIONS. All inventions, business applications, innovations, methods, designs, ideas or improvements that relate to or are useable in connection with the business activities of the Company which Employee conceives, develops or reduces to practice, in whole or in part, during the period of Employee's employment with the Company (collectively, "Work Product") are the sole property of the Company. Employee will promptly reveal all information relating to the Work Product to the Manager of the Company and will assign all right, title, and interest in them to the Company. Employee assigns to the Company all interest in any patents, patent applications, or other intellectual property rights related to such Work Product and will assist the Company, at any time, in obtaining, maintaining, and prosecuting such rights. If any Work Product does not qualify as work made for hire, Employee will and does hereby assign to the Company all such Work Product free and clear of any liens, claims, or encumbrances.

3. CONFIDENTIAL INFORMATION. Employee agrees that, during and after Employee's employment with the Company, Employee will not disclose, in any manner, or use for or on behalf of anyone except the Company, or authorize anyone else to disclose or use, Confidential Information of the Company. Employee recognizes that the restrictions in this paragraph survive the termination of Employee's employment with the Company, for any reason. For purposes of this Agreement, "Confidential Information" shall mean any information, in any form, of or regarding the Company or which the Company compiled or collected at significant expense and effort, which is not known outside of the Company, and specifically includes, but is not limited to, Work Product; information about Attorney Relationships (as defined below), including the extensive database the Company has developed regarding Attorney Relationships including the Company's proprietary gold, green, white and red

attorney grading methodology and funding history; business plans and strategies; marketing plans; trading strategies; know-how; financial data and projections of the Company; and any other secret or confidential matter relating to any aspect of the business of the Company. Employee acknowledges and agrees that the Confidential Information identified above constitute trade secrets of the Company. Upon termination of Employee's employment, for any reason, Employee agrees to return immediately to Company all property of the Company (including but not limited to property provided to the Company by its clients, Attorney Relationships, or vendors) in Employee's possession, custody, or control, including, but not limited to, Confidential Information of the Company, in whatsoever medium recorded.

4. NONDISPARAGEMENT. During and after Employee's employment with the Company, Employee agrees not to make any disparaging or derogatory statements, remarks or comments, oral or written, directly or indirectly, to any individual or entity about or with reference to or with respect to the Company or any employee, officer, manager, director or agent of the Company.

5. NONCOMPETITION AND NONSOLICITATION. Employee agrees that during Employee's employment with the Company and for a period of one (1) year after the end of Employee's employment with the Company, for any reason whatsoever, Employee will not, within the United States of America, without the prior written consent of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity (i) recruit or hire any employee of the Company or otherwise attempt to solicit or induce any employee, independent contractor or agent of the Company to terminate his, her or its relationship with the Company; (ii) solicit, call upon, contract with, sell to, service, aid, or assist any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services, nor will Employee supervise anyone else in soliciting, calling upon, contracting with, selling to or servicing any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services; (iii) engage in any work or activity that involves a product, system, apparatus, service or development which is competitive with or similar to Company Products or Services with which Employee worked or with respect to which Employee obtained Confidential Information while employed by the Company, where Employee's duties involve any level of strategic input; or (iv) accept a position of employment with any Referral Source or Attorney Relationship of the Company which is the same or substantially similar to any position Employee held with the Company during the last twelve (12) months of Employee's employment with the Company. Employee agrees and acknowledges that the activity, geographic and temporal scope of the restrictions of this section are reasonable, necessary for the protection of legitimate business interests of the Company, and will not prohibit Employee from being able to obtain meaningful employment during the restricted period.

For purposes of this Agreement, (A) "Company Customers" shall mean (a) each and every customer who has conducted business with the Company within the two (2) year period immediately preceding the date of Employee's termination (the "Look Back Period"), and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (b) each and every entity which was a prospective customer of the Company and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of the business of such entity, at any time during the Look Back Period; (B) "Referral Sources" shall mean (i) each and every entity from whom the Company has received referrals with regard to Company Products or Services at any time during the Look Back Period, and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (ii) each and every entity that is a potential source of referrals for business and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; (C) "Attorney

Relationships" shall mean (i) each and every attorney, paralegal, or attorney staff member with whom the Company has done business, either directly or indirectly through the attorney's client(s), at any time during the Look Back Period, and about whom Employee had gained Confidential Information (including access to the Attorney Relationships database maintained by the Company which includes the Company's proprietary gold, green, white and red attorney grading methodology and funding history ) or with whom Employee had personal contact during Employee's employment; (ii) each and every attorney, paralegal or attorney staff member to whom Employee submitted or assisted in a proposal for services, either to that attorney, paralegal, or attorney staff member directly or to that attorney's client, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; and (D) "Company Products or Services" shall mean products or services which are similar to, compete with, or can be used for the same purposes as products or services sold or offered to be sold by, or, to Employee's knowledge, in development at the Company, at any time during Employee's employment at the Company, including, without limitation, law firm financing, commercial litigation financing, plaintiff funding or structured settlements businesses.

6. REMEDIES. Employee acknowledges that the restrictions contained in Paragraphs 2, 3, 4, and 5 are reasonable and necessary to protect the business and interests of the Company and that any violation of these restrictions will cause substantial and irreparable injury to the Company, and as a consequence thereof, Employee agrees that the Company is entitled, in addition to any other remedies, to preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of such Paragraphs, without the posting of any bond or security. Employee further acknowledges that if Employee fails to comply with paragraph 5 above, the time period for that restriction will be extended by one day for each day Employee is found to have violated it, up to a maximum of one (1) year. In addition, in the event that the Company successfully brings litigation against Employee for breach of Paragraphs 2, 3, 4 or 5, the Company shall be entitled, in addition to any other remedies awarded to it, to its reasonable attorneys' fees incurred in prosecuting the litigation.

7. ENTIRE AGREEMENT. This Agreement shall supersede all previous agreements covering this subject matter between Employee and the Company.

8. SEVERABILITY AND MODIFICATION. If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under applicable law. Except as set forth in the prior sentence, no provision of this Agreement may be modified, waived, or discharged by the parties except in writing, and signed by Employee and by an authorized officer of the Company, or by the respective parties' legal representatives and successors.

9. SUCCESSORS. This Agreement shall inure to the benefit of the Company, its subsidiaries, affiliates, successors and assigns, or nominees. Employee agrees to execute any and all documents reasonably necessary to assign and/or transfer the Company's rights under this Agreement to such subsidiaries, affiliates, successors, assigns or nominees.

10. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and jurisdiction and venue for any matter shall be exclusive to the courts of Cook County, Illinois. This Agreement shall be binding upon and enforceable against any heirs and legal representatives and the assignees of any idea, inventions or discovery conceived or made by Employee.

EMPLOYEE ACKNOWLEDGES THAT BY SIGNING BELOW, EMPLOYEE HAS READ, UNDERSTOOD AND AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT, HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE OR HAS CHOSEN NOT TO RETAIN AN ATTORNEY AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS SET FORTH ABOVE. EMPLOYEE ALSO ACKNOWLEDGES THAT EMPLOYEE HAS RECEIVED A COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement.

OASIS LEGAL FINANCE OPERATION COMPANY LLC

By: [Signature]

Its: VP Controller

Date: 9/1/2013

[Signature]  
Employee

Date: 9/9/2013

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# Exhibit E

### EMPLOYMENT AT WILL AGREEMENT

In consideration of my employment or continued employment by Oasis Legal Finance Operating Company LLC, a Delaware limited liability company, or any subsidiary, affiliate, successor or assign of such companies (referred to herein as the "Company") and the compensation paid or to be paid to me by the Company from time to time, I represent, warrant and agree as follows:

1. **EMPLOYMENT IS FULL TIME AND AT-WILL.** During my employment with the Company, I will devote my full business time and efforts to the Company and will not, without the Company's express written consent, engage in any employment or other business activity competitive with or in conflict with the business interests of the Company. I acknowledge that this Agreement does not create any obligation on my part to work for the Company, or on the part of the Company to employ me, for any fixed period of time, and my employment with the Company is at-will and may be terminated by me or the Company at any time with or without cause.

2. **INVENTIONS AND INNOVATIONS.** I acknowledge and agree that all rights, title and interest in and to all past, present and future (i) inventions, business applications, innovations, methods, designs, ideas or improvements related, directly or indirectly, to the business of the Company or any client of the Company and (ii) copyrights, patents, trademarks and trade names which I develop or create in whole or in part at any time and at any place during my employment with the Company and related to or useable in connection with the business activities of the Company or any client of the Company (all items set forth in (i) and (ii) above are hereafter collectively referred to as the "Inventions and Innovations") are "works made for hire" and shall be and remain forever the sole and exclusive property of the Company. I agree to promptly reveal all information relating to the Inventions and Innovations to the Manager of the Company and to cooperate with the Company and execute such documents as may be necessary to seek copyright, patent or trademark protection in connection therewith.

3. **CONFIDENTIALITY AND NONDISPARAGEMENT.** During and after my employment with the Company, I will not use or disclose, or authorize anyone else to use or disclose, any Inventions or Innovations, financial information, client lists, files, trading strategies, rolodex cards, forms, contracts, agreements, technical information, systems, marketing plans, know-how or any other secret or confidential matter relating to any aspect of the business of the Company or any client of the Company without the prior express written consent of the Company (collectively, "Confidential Information"). In the event my employment with the Company terminates for any reason, I will immediately deliver to the Company all copies of all materials of any nature regarding the Company or any client of the Company, and I will not take with me any such materials or reproductions thereof. During and after my employment with the Company, I further agree not to make any adverse or derogatory statements, remarks or comments, oral or written, directly or indirectly, to any individual or entity about or with reference to or with respect to the Company or any employee, officer, manager, director or agent of the Company.

4. **NONCOMPETITION.** During my employment with the Company and for a period of Two (2) years after my employment is terminated ("Post-Employment Period") by the Company or by me for any reason, with or without cause, I will not, without the prior written consent of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity (i) recruit or hire any employee of the Company or otherwise attempt to solicit or induce any employee to leave the employment of the Company; (ii) solicit, induce or provide or attempt to solicit or induce any product or services to any client or Prospective Client of the Company which is competitive in any manner with the products or services which the Company may provide to such clients, regardless of whether or not the Company has or is now selling such products or services; (iii) engage in or contribute any Confidential Information to any work or activity

during the Post-Employment Period that involves a product, system, apparatus, service or development which is then competitive with or similar to a product, system, apparatus, service or development on which I worked or with respect to which I had access to while at the Company; or (iv) accept a position of employment with any client or Prospective Client of the Company which is the same or substantially similar to my current position with the Company. Following the expiration of the said one (2) year period, I shall continue to be obligated under Paragraphs 2 and 3 of this Agreement. For purposes herof, Prospective Client shall mean any person, firm or entity which has been in contact with any employee or agent of the Company regarding the products and services of the Company during the then immediately preceding twelve-month period.

5. **REMEDIES.** I acknowledge that the restrictions contained in Paragraphs 2, 3 and 4 are reasonable and necessary to protect the business and interests of the Company and that any violation of these restrictions will cause substantial and irreparable injury to the Company, and as a consequence thereof, I agree that the Company is entitled, in addition to any other remedies, to preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of such Paragraphs.

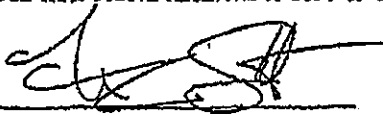
6. **ENTIRE AGREEMENT.** This Agreement shall supersede all previous agreements covering this subject matter between me and the Company.

7. **SEVERABILITY.** If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under applicable law.

8. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and jurisdiction and venue for any matter shall be exclusive to the courts of Cook County, Illinois. This Agreement shall be binding upon and enforceable against my heirs and legal representatives and the assignees of any idea, inventions or discovery conceived or made by me.

I ACKNOWLEDGE THAT BY SIGNING BELOW, I HAVE READ, UNDERSTOOD AND AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT, HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF MY CHOICE OR HAVE CHOSEN NOT TO RETAIN AN ATTORNEY AND UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS SET FORTH ABOVE. I ALSO ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

Date: 11/19/10



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# Exhibit F

## EMPLOYMENT AT WILL AGREEMENT

THIS AGREEMENT is made and entered into as of this 12 day of February, 2014, by and between Oasis Legal Finance Operating Company LLC, a Delaware limited liability company and Michael Olsen (hereinafter referred to as the "Employee"). For purposes of this Agreement, the "Company" shall mean Oasis Legal Finance Operating Company LLC, Oasis Legal Finance Holding Company, LLC, Oasis Legal Finance, LLC, Courthouse Services, LLC, Courthouse Investments, LP, and Sanhedrin Management, LLC and any successors or assigns of these entities.

As consideration for Employee's promises contained in this Agreement (as set forth herein), the Company agrees to employ or to continue to employ Employee on the terms set forth herein, and is providing other good and valuable consideration, which includes the ability to participate in the Company's incentive compensation program and Employee's continued access to confidential and proprietary information of the Company (including, but not limited to the Company's database regarding Attorney Relationships and clients) as well as a one-time payment of Ten Thousand Dollars (\$10,000.00).

Employee agrees and acknowledges that Employee would not receive any of the foregoing consideration, the receipt and sufficiency of which are hereby also acknowledged by Employee, absent Employee's execution of this Agreement. As such, the Company and Employee agree as follows:

1. EMPLOYMENT IS FULL TIME AND AT-WILL. During Employee's employment with the Company, Employee will devote Employee's full business time and efforts to the Company and will not, without the Company's express written consent, engage in any employment or other business activity competitive with or in conflict with the business interests of the Company. Employee acknowledges that this Agreement does not create any obligation on Employee's part to work for the Company, or on the part of the Company to employ Employee, for any fixed period of time, and Employee's employment with the Company is at-will and may be terminated by Employee or the Company at any time with or without cause.

2. INVENTIONS AND INNOVATIONS. Employee acknowledges that all Work Product is the property of the Company. Therefore, Employee hereby assigns to the Company all right, title and interest to all patents and patent applications, all inventions, innovation, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (in each case whether or not patentable or reduced to practice), including, without limitation, all computer software and software plans and designs, all copyrights and copyrightable works, all trade secrets, confidential information and know-how, and all other intellectual property rights that are or were conceived, reduced to practice, developed or made by Employee while employed by the Company and that (A) relate to the Company's actual or anticipated business, research and development or existing or future products or services, or (B) are or were conceived, reduced to practice, developed or made using any of equipment, supplies, facilities, assets or resources of the Company (including but not limited to, any intellectual property rights; "Work Product"). Employee shall promptly disclose such Work Product to the Company and perform all actions reasonably requested by the Company (whether during the Term or after the termination of this Agreement) to establish and confirm the Company's ownership (including, without limitation, executing assignments, consents, powers of attorney, applications and other documents or instruments). In accordance with Section 3 of the Illinois Employee Patent Act, 765 ILCS 1060 §§ 1-3, Employee is hereby advised that this Section 11 regarding ownership of Work Product does not apply to, and Employee shall not be required to assign to the Company, any Work Product for which no equipment, supplies, facility, or trade secret information of the Company was used and that was developed exclusively and entirely on Employee's own time unless (X) the Work Product relates (i) to the Company's business, or (ii) to the Company's demonstrably anticipated research or development, or (Y)

the Work Product results from or relates to any work performed by Employee for the Company. Employee further agrees to cooperate in offering testimony regarding the Work Product on behalf of the Company in the United States or in foreign countries.

3. **PROTECTION OF CONFIDENTIAL INFORMATION.** Employee recognizes that the Company has and will continue to develop certain trade secrets and confidential information and that, in the course of his employment, Employee will be provided with and have access to this Confidential Information. In consideration for being provided access to Confidential Information of the Company, Employee agrees that, during and after Employee's employment with the Company, Employee will not disclose, in any manner, or use for or on behalf of anyone except the Company, or authorize anyone else to disclose or use, Confidential Information of the Company. Employee recognizes that the restrictions in this paragraph survive the termination of Employee's employment with the Company, for any reason. For purposes of this Agreement, "Confidential Information" shall mean any information, in any form, of or regarding the Company or which the Company compiled or collected at significant expense and effort, which is not known outside of the Company, and specifically includes, but is not limited to, Work Product (as defined below); information about Attorney Relationships (as defined below), including the extensive database the Company has developed regarding Attorney Relationships including the Company's proprietary gold, green, white and red attorney grading methodology and funding history; business plans and strategies; marketing plans; trading strategies; know-how; financial data and projections of the Company; and any other secret or confidential matter relating to any aspect of the business of the Company. Employee acknowledges and agrees that the Confidential Information identified above constitute trade secrets of the Company. Upon termination of Employee's employment, for any reason, Employee agrees to return immediately to Company all property of the Company (including but not limited to property provided to the Company by its clients, Attorney Relationships, or vendors) in Employee's possession, custody, or control, including, but not limited to, Confidential Information of the Company, in whatsoever medium recorded. During the Term and thereafter, Employee shall take reasonable steps to safeguard Confidential Information and to protect against its disclosure, misuse, espionage, loss and theft. It is understood that Confidential Information does not include any information that is publicly available. Nothing contained in this Agreement shall in any way restrict or impair Employee's right to use or disclose any Confidential Information which: (A) at the time of use or disclosure is generally available to the public through no act of Employee, (B) was in the Employee's possession prior to the time of disclosure and was not acquired, directly or indirectly, from the Company, (C) is made available to the Employee by others who did not acquire such Confidential Information, directly or indirectly, from the Company, or (D) in response to valid order by a court or other governmental body, or as otherwise required by law, or as necessary to establish the rights of either party under this Agreement.

4. **NONDISPARAGEMENT.** During and for three (3) years after Employee's employment with the Company, Employee agrees not to make any adverse or derogatory statements, remarks or comments, oral or written, directly or indirectly, to any individual or entity about or with reference to or with respect to the Company or any employee, officer, manager, director or agent of the Company. Employee hereby (i) agrees that he or she will not disclose to Company any trade secrets of a prior employer or any other confidential information which is restricted pursuant to an agreement binding on Employee, and (ii) represents and warrants that he or she has shared any prior employment non-competition and confidentiality agreements with the Company and is not bound by any restrictive covenant which would be violated by Employee being employed by the Company.

5. **NONCOMPETITION, NONSOLICITATION AND NONINTERFERENCE.** Employee agrees that during Employee's employment with the Company and for a period of two (2) years after the end of Employee's employment with the Company, for any reason whatsoever, Employee will not, within the United States of America, Canada or Puerto Rico, without the prior written consent of the Chief

Executive Officer of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity (i) recruit or hire any employee of the Company or otherwise attempt to solicit or induce any employee, independent contractor or agent of the Company to terminate his, her or its relationship with the Company; (ii) solicit, call upon, contract with, sell to, service, aid, or assist any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services, nor will Employee supervise anyone else in soliciting, calling upon, contracting with, selling to or servicing any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services; (iii) engage in any work or activity that involves a product, system, apparatus, service or development which is competitive with or similar to Company Products or Services with which Employee worked or with respect to which Employee obtained Confidential Information while employed by the Company, where Employee's duties involve any level of strategic input; (iv) accept a position of employment with any Referral Source or Attorney Relationship of the Company which is the same or substantially similar to any position Employee held with the Company during the last twelve (12) months of Employee's employment with the Company; or (v) engage in any advocacy projects, including for or on behalf of, but not limited to, the U.S. Chamber of Commerce, another business trade association, an insurance company or an insurance industry trade association, which are adverse to the interests of the Company. Employee agrees and acknowledges that the activity, geographic and temporal scope of the restrictions of this section are reasonable, necessary for the protection of legitimate business interests of the Company, and will not prohibit Employee from being able to obtain meaningful employment during the restricted period. Employee further acknowledges that adequate consideration has been received by Employee for these obligations.

For purposes of this Agreement, (A) "Company Customers" shall mean (a) each and every customer who has conducted business with the Company within the two (2) year period immediately preceding the date of Employee's termination (the "Look Back Period"), and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (b) each and every entity which was a prospective customer of the Company and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of the business of such entity, at any time during the Look Back Period; (B) "Referral Sources" shall mean (i) each and every entity from whom the Company has received referrals with regard to Company Products or Services at any time during the Look Back Period, and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (ii) each and every entity that is a potential source of referrals for business and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; (C) "Attorney Relationships" shall mean (i) each and every attorney, paralegal, or attorney staff member with whom the Company has done business, either directly or indirectly through the attorney's client(s), at any time during the Look Back Period, and about whom Employee had gained Confidential Information (including access to the Attorney Relationships database maintained by the Company which includes the Company's proprietary gold, green, white and red attorney grading methodology and funding history ) or with whom Employee had personal contact during Employee's employment; (ii) each and every attorney, paralegal or attorney staff member to whom Employee submitted or assisted in a proposal for services, either to that attorney, paralegal, or attorney staff member directly or to that attorney's client, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; and (D) "Company Products or Services" shall mean products or services which are similar to, compete with, or can be used for the same purposes as products or services sold or offered to be sold by, or to Employee's knowledge, in development at the Company, at any time during Employee's employment at the Company, including, without limitation, law firm financing, commercial litigation financing, plaintiff funding or structured settlements businesses.

Employee specifically agrees and acknowledges that Employee has received sufficient consideration for Employee's promises contained in this Section and other sections of this Agreement, including but not limited to the Company's promise to provide Employee with Confidential Information, and the Company providing Employee the one-time bonus described in the preamble of this Agreement.

6. REMEDIES. Employee acknowledges that the restrictions contained in Paragraphs 2, 3, 4, and 5 are reasonable and necessary to protect the business and interests of the Company and that any violation of these restrictions will cause substantial and irreparable injury to the Company, and as a consequence thereof, Employee agrees that the Company is entitled, in addition to any other remedies, to preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of such Paragraphs, without the posting of any bond or security. Employee further acknowledges that if Employee fails to comply with paragraph 5 above, the time period for that restriction will be extended by one day for each day Employee is found to have violated it, up to a maximum of one (1) year. In addition, in the event that the Company successfully brings litigation against Employee for breach of Paragraphs 2, 3, 4 or 5, the Company shall be entitled, in addition to any other remedies awarded to it, to its reasonable attorneys' fees incurred in prosecuting the litigation.

7. ENTIRE AGREEMENT. This Agreement shall supersede all previous agreements covering this subject matter between Employee and the Company.

8. SEVERABILITY AND MODIFICATION. If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under applicable law. Except as set forth in the prior sentence, no provision of this Agreement may be modified, waived, or discharged by the parties except in writing, and signed by Employee and by an authorized officer of the Company, or by the respective parties' legal representatives and successors.

9. SUCCESSORS. This Agreement shall inure to the benefit of the Company, its subsidiaries, affiliates, successors and assigns, or nominees. Employee agrees to execute any and all documents reasonably necessary to assign and/or transfer the Company's rights under this Agreement to such subsidiaries, affiliates, successors, assigns or nominees.

10. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and jurisdiction and venue for any matter shall be exclusive to the courts of Cook County, Illinois. This Agreement shall be binding upon and enforceable against any heirs and legal representatives and the assignees of any idea, inventions or discovery conceived or made by Employee.

EMPLOYEE ACKNOWLEDGES THAT BY SIGNING BELOW, EMPLOYEE HAS READ, UNDERSTOOD AND AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT, HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE OR HAS CHOSEN NOT TO RETAIN AN ATTORNEY AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS SET FORTH ABOVE. EMPLOYEE ALSO ACKNOWLEDGES THAT EMPLOYEE HAS RECEIVED A COPY OF THIS AGREEMENT.



IN WITNESS WHEREOF, the parties have executed this Agreement.

OASIS LEGAL FINANCE OPERATION COMPANY, LLC

By: AS

Its: CEO

Date: 2/5/14

[Signature]  
Employee, Michael Olsen

Date: 2/2/14

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# Exhibit G

## EMPLOYMENT AT WILL AGREEMENT

THIS AGREEMENT is made and entered into as of this 31st day of January, 2014, by and between Oasis Legal Finance Operating Company LLC, a Delaware limited liability company and Louis Vena (hereinafter referred to as the "Employee"). For purposes of this Agreement, the "Company" shall mean Oasis Legal Finance Operating Company LLC, Oasis Legal Finance Holding Company, LLC, Oasis Legal Finance, LLC, Courthouse Services, LLC, Courthouse Investments, LP, and Sanhedrin Management, LLC and any successors or assigns of these entities.

As consideration for Employee's promises contained in this Agreement (as set forth herein), the Company agrees to employ or to continue to employ Employee on the terms set forth herein, and in providing other good and valuable consideration, which includes the ability to participate in the Company's incentive compensation program and Employee's continued access to confidential and proprietary information of the Company (including, but not limited to the Company's database regarding Attorney Relationships and clients) as well as a one-time payment of Ten Thousand Dollars (\$10,000.00).

Employee agrees and acknowledges that Employee would not receive any of the foregoing consideration; the receipt and sufficiency of which are hereby also acknowledged by Employee, absent Employee's execution of this Agreement. As such, the Company and Employee agree as follows:

1. EMPLOYMENT IS FULL TIME AND AT-WILL. During Employee's employment with the Company, Employee will devote Employee's full business time and efforts to the Company and will not, without the Company's express written consent, engage in any employment or other business activity competitive with or in conflict with the business interests of the Company. Employee acknowledges that this Agreement does not create any obligation on Employee's part to work for the Company, or on the part of the Company to employ Employee, for any fixed period of time, and Employee's employment with the Company is at-will and may be terminated by Employee or the Company at any time with or without cause.

2. INVENTIONS AND INNOVATIONS. Employee acknowledges that all Work Product is the property of the Company. Therefore, Employee hereby assigns to the Company all right, title and interest to all patents and patent applications, all inventions, innovation, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (in each case whether or not patentable or reduced to practice), including, without limitation, all computer software and software plans and designs, all copyrights and copyrightable works, all trade secrets, confidential information and know-how, and all other intellectual property rights that are or were conceived, reduced to practice, developed or made by Employee while employed by the Company and that (A) relate to the Company's actual or anticipated business, research and development or existing or future products or services, or (B) are or were conceived, reduced to practice, developed or made using any of equipment, supplies, facilities, assets or resources of the Company (including but not limited to, any intellectual property rights; "Work Product"). Employee shall promptly disclose such Work Product to the Company and perform all actions reasonably requested by the Company (whether during the Term or after the termination of this Agreement) to establish and confirm the Company's ownership (including, without limitation, executing assignments, consents, powers of attorney, applications and other documents or instruments). In accordance with Section 3 of the Illinois Employee Patent Act, 765 ILCS 1060 §§ 1-3, Employee is hereby advised that this Section 11 regarding ownership of Work Product does not apply to, and Employee shall not be required to assign to the Company, any Work Product for which no equipment, supplies, facility, or trade secret information of the Company was used and that was developed exclusively and entirely on Employee's own time unless (X) the Work Product relates (i) to the Company's business, or (ii) to the Company's demonstrably anticipated research or development, or (Y)

the Work Product results from or relates to any work performed by Employee for the Company. Employee further agrees to cooperate in offering testimony regarding the Work Product on behalf of the Company in the United States or in foreign countries.

3. PROTECTION OF CONFIDENTIAL INFORMATION. Employee recognizes that the Company has and will continue to develop certain trade secrets and confidential information and that, in the course of his employment, Employee will be provided with and have access to this Confidential Information. In consideration for being provided access to Confidential Information of the Company, Employee agrees that, during and after Employee's employment with the Company, Employee will not disclose, in any manner, or use for or on behalf of anyone except the Company, or authorize anyone else to disclose or use, Confidential Information of the Company. Employee recognizes that the restrictions in this paragraph survive the termination of Employee's employment with the Company, for any reason. For purposes of this Agreement, "Confidential Information" shall mean any information, in any form, of or regarding the Company or which the Company compiled or collected at significant expense and effort, which is not known outside of the Company, and specifically includes, but is not limited to, Work Product (as defined below); information about Attorney Relationships (as defined below), including the extensive database the Company has developed regarding Attorney Relationships including the Company's proprietary gold, green, white and red attorney grading methodology and funding history; business plans and strategies; marketing plans; trading strategies; know-how; financial data and projections of the Company; and any other secret or confidential matter relating to any aspect of the business of the Company. Employee acknowledges and agrees that the Confidential Information identified above constitute trade secrets of the Company. Upon termination of Employee's employment, for any reason, Employee agrees to return immediately to Company all property of the Company (including but not limited to property provided to the Company by its clients, Attorney Relationships, or vendors) in Employee's possession, custody, or control, including, but not limited to, Confidential Information of the Company, in whatsoever medium recorded. During the Term and thereafter, Employee shall take reasonable steps to safeguard Confidential Information and to protect against its disclosure, misuse, espionage, loss and theft. It is understood that Confidential Information does not include any information that is publicly available. Nothing contained in this Agreement shall in any way restrict or impair Employee's right to use or disclose any Confidential Information which: (A) at the time of use or disclosure is generally available to the public through no act of Employee, (B) was in the Employee's possession prior to the time of disclosure and was not acquired, directly or indirectly, from the Company, (C) is made available to the Employee by others who did not acquire such Confidential Information, directly or indirectly, from the Company, or (D) in response to valid order by a court or other governmental body, or as otherwise required by law, or as necessary to establish the rights of either party under this Agreement.

4. NONDISPARAGEMENT. During and for three (3) years after Employee's employment with the Company, Employee agrees not to make any adverse or derogatory statements, remarks or comments, oral or written, directly or indirectly, to any individual or entity about or with reference to or with respect to the Company or any employee, officer, manager, director or agent of the Company. Employee hereby (i) agrees that he or she will not disclose to Company any trade secrets of a prior employer or any other confidential information which is restricted pursuant to an agreement binding on Employee, and (ii) represents and warrants that he or she has shared any prior employment non-competition and confidentiality agreements with the Company and is not bound by any restrictive covenant which would be violated by Employee being employed by the Company.

5. NONCOMPETITION, NONSOLICITATION AND NONINTERFERENCE. Employee agrees that during Employee's employment with the Company and for a period of two (2) years after the end of Employee's employment with the Company, for any reason whatsoever, Employee will not, within the United States of America, Canada or Puerto Rico, without the prior written consent of the Chief

Executive Officer of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity (i) recruit or hire any employee of the Company or otherwise attempt to solicit or induce any employee, independent contractor or agent of the Company to terminate his, her or its relationship with the Company; (ii) solicit, call upon, contract with, sell to, service, aid, or assist any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services, nor will Employee supervise anyone else in soliciting, calling upon, contracting with, selling to or servicing any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services; (iii) engage in any work or activity that involves a product, system, apparatus, service or development which is competitive with or similar to Company Products or Services with which Employee worked or with respect to which Employee obtained Confidential Information while employed by the Company, where Employee's duties involve any level of strategic input; (iv) accept a position of employment with any Referral Source or Attorney Relationship of the Company which is the same or substantially similar to any position Employee held with the Company during the last twelve (12) months of Employee's employment with the Company; or (v) engage in any advocacy projects, including for or on behalf of, but not limited to, the U.S. Chamber of Commerce, another business trade association, an insurance company or an insurance industry trade association, which are adverse to the interests of the Company. Employee agrees and acknowledges that the activity, geographic and temporal scope of the restrictions of this section are reasonable, necessary for the protection of legitimate business interests of the Company, and will not prohibit Employee from being able to obtain meaningful employment during the restricted period. Employee further acknowledges that adequate consideration has been received by Employee for these obligations.

For purposes of this Agreement, (A) "Company Customers" shall mean (a) each and every customer who has conducted business with the Company within the two (2) year period immediately preceding the date of Employee's termination (the "Look Back Period"), and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (b) each and every entity which was a prospective customer of the Company and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of the business of such entity, at any time during the Look Back Period; (B) "Referral Sources" shall mean (i) each and every entity from whom the Company has received referrals with regard to Company Products or Services at any time during the Look Back Period, and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (ii) each and every entity that is a potential source of referrals for business and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; (C) "Attorney Relationships" shall mean (i) each and every attorney, paralegal, or attorney staff member with whom the Company has done business, either directly or indirectly through the attorney's client(s), at any time during the Look Back Period, and about whom Employee had gained Confidential Information (including access to the Attorney Relationships database maintained by the Company which includes the Company's proprietary gold, green, white and red attorney grading methodology and funding history ) or with whom Employee had personal contact during Employee's employment; (ii) each and every attorney, paralegal or attorney staff member to whom Employee submitted or assisted in a proposal for services, either to that attorney, paralegal, or attorney staff member directly or to that attorney's client, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; and (D) "Company Products or Services" shall mean products or services which are similar to, compete with, or can be used for the same purposes as products or services sold or offered to be sold by, or, to Employee's knowledge, in development at the Company, at any time during Employee's employment at the Company, including, without limitation, law firm financing, commercial litigation financing, plaintiff funding or structured settlements businesses.

Employee specifically agrees and acknowledges that Employee has received sufficient consideration for Employee's promises contained in this Section and other sections of this Agreement, including but not limited to the Company's promise to provide Employee with Confidential Information, and the Company providing Employee the one-time bonus described in the preamble of this Agreement.

6. REMEDIES. Employee acknowledges that the restrictions contained in Paragraphs 2, 3, 4, and 5 are reasonable and necessary to protect the business and interests of the Company and that any violation of these restrictions will cause substantial and irreparable injury to the Company, and as a consequence thereof, Employee agrees that the Company is entitled, in addition to any other remedies, to preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of such Paragraphs, without the posting of any bond or security. Employee further acknowledges that if Employee fails to comply with paragraph 5 above, the time period for that restriction will be extended by one day for each day Employee is found to have violated it, up to a maximum of one (1) year. In addition, in the event that the Company successfully brings litigation against Employee for breach of Paragraphs 2, 3, 4 or 5, the Company shall be entitled, in addition to any other remedies awarded to it, to its reasonable attorneys' fees incurred in prosecuting the litigation.

7. ENTIRE AGREEMENT. This Agreement shall supersede all previous agreements covering this subject matter between Employee and the Company.

8. SEVERABILITY AND MODIFICATION. If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under applicable law. Except as set forth in the prior sentence, no provision of this Agreement may be modified, waived, or discharged by the parties except in writing, and signed by Employee and by an authorized officer of the Company, or by the respective parties' legal representatives and successors.

9. SUCCESSORS. This Agreement shall inure to the benefit of the Company, its subsidiaries, affiliates, successors and assigns, or nominees. Employee agrees to execute any and all documents reasonably necessary to assign and/or transfer the Company's rights under this Agreement to such subsidiaries, affiliates, successors, assigns or nominees.

10. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and jurisdiction and venue for any matter shall be exclusive to the courts of Cook County, Illinois. This Agreement shall be binding upon and enforceable against any heirs and legal representatives and the assignees of any idea, inventions or discovery conceived or made by Employee.

EMPLOYEE ACKNOWLEDGES THAT BY SIGNING BELOW, EMPLOYEE HAS READ, UNDERSTOOD AND AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT, HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE OR HAS CHOSEN NOT TO RETAIN AN ATTORNEY AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS SET FORTH ABOVE. EMPLOYEE ALSO ACKNOWLEDGES THAT EMPLOYEE HAS RECEIVED A COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement.

OASIS LEGAL FINANCE OPERATION COMPANY, LLC

By: AS

Its: CEO

Date: 3/5/14

LS  
Employee, Louis Vena

Date: 1/31/2014

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# Exhibit H



## PROMISSORY NOTE

\$75,000

April 20, 2012  
Northbrook, Illinois

FOR VALUE RECEIVED, Lou Vena, a resident of Roselle, Illinois ("Maker"), promises to pay to Oasis Legal Finance Operating Company, LLC, a Delaware limited liability company ("Payee") in lawful money of the United States of America, the principal sum of SEVENTY FIVE THOUSAND DOLLARS (\$75,000), together with interest in arrears on the unpaid principal balance at the rate of two percent (2%) per annum in the manner provided below, commencing on the date hereof and continuing through and including April 20, 2015 ("Maturity Date") or until all payments hereunder are paid in full, whichever is the first to occur. Interest shall be calculated on the basis of a 365-day year and paid of the actual number of days elapsed.

### 1. Payment

1.1 Principal and Interest. On the Maturity Date, all unpaid amounts of principal, plus interest accrued and unpaid, less any Forgiven Amount shall be immediately due and payable.

1.2 Payment Method. All payments of principal and interest on this Note shall be made by personal check at 40 N. Skokie Blvd., 5<sup>th</sup> Floor, Northbrook, Illinois 60062 or at such other place as Payee shall designate to Maker in writing. If any payment of principal or interest on this Note is due on a day which is not a Business Day, such payment shall be due on the next succeeding Business Day, and such extension of time shall be taken into account in calculating the amount of interest payable under this Note. "Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Illinois.

1.3 Prepayment. Maker may prepay all or any part of the principal amount hereof at any time without premium or penalty. Unless otherwise agreed or required by applicable law, any partial prepayments will be applied first to any accrued unpaid interest; then to principal; and then to any unpaid collection costs.

2. Forgiveness of Principal. As long as no Event of Default has occurred, then commencing on April 20, 2013, and annually thereafter until the sooner to occur of the Maturity Date or the complete and full payment of all outstanding principal and interest accrued thereon, an amount equal to one-third (1/3) of the original principal plus any accrued and unpaid interest shall be forgiven by Payee ("Forgiven Amount") and the then current outstanding principal amount shall be reduced by each such Forgiven Amount. No interest shall thereafter accrue on any such Forgiven Amount.

3. Events of Default. The occurrence of any one or more of the following events with respect to Maker shall constitute an event of default hereunder ("Event of Default"):

3.1 Maker fails to maintain any professional registrations, licenses or other such authorizations or approvals held by Maker as of the date of this Note and which are germane to Maker's duties and responsibilities as an employee of Payee or to the business of Payee or any of its Affiliates, and such failure is not cured within ninety (90) days of receiving notice of such failure.

3.2 Maker is disciplined, censured, or investigated by the Illinois Department of Financial and Professional Regulation ("IDFPR") or applicable disciplinary body and any licenses issued to Maker by the IDFPR are subsequently revoked.

3.3 Maker engages in conduct that is dishonest, fraudulent, illegal or unethical in relation to his employment with Payee or otherwise relating to Payee's or Affiliates' business. For purposes of this Note, "Affiliate" means any entity controlled by, controlling or under common control with Payee. For the purposes of this definition, "control" of an entity means the power, directly or indirect, to direct or cause the direction of the management and policies of such entity, whether by ownership of securities, contract, law or otherwise; and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

3.4 Maker files a bankruptcy petition or Maker makes a general assignment for the benefit of creditors for the purpose of avoiding or circumventing payment of any part of this Note, or a bankruptcy petition is filed against Maker which remains undismissed or unstayed for thirty (30) consecutive days.

3.5 Maker voluntarily separates from employment with Payee.

4. Remedies Upon Event of Default. Upon the occurrence of any Event of Default hereunder, Payee, in its sole discretion, may (i) declare the entire unpaid principal balance of this Note, together with all accrued interest thereon, immediately due and payable without any notice and regardless of any prior forbearance; (ii) require Maker to immediately remit to Payee any Forgiveness Amount previously issued to Maker, which remittance shall not exceed the sum of Ten Thousand Dollars (\$10,000); (iii) deduct any unpaid amounts of principal and interest from Maker's final paycheck; and (iv) exercise any and all rights and remedies available to Payee under applicable law, including, without limitation, the right to collect from Maker all amounts due under this Note. Maker shall pay all reasonable costs and expenses incurred by or on behalf of Payee in connection with Payee's exercise of any or all of its rights and remedies under this Note, including, without limitation, reasonable attorneys' fees.

5. Waiver. The rights and remedies of Payee under this Note shall be cumulative and not alternative. No waiver by Payee of any right or remedy under this Note shall be effective unless in writing signed by Payee. Neither the failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege and no single or partial exercise of any such right, power or privilege by Payee will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. Maker hereby expressly waives presentment, demand, protest, notice of dishonor and further notice of any kind hereunder.

6. Governing Law. This Note is governed by the laws of the State of Illinois without regard to its conflicts of law provisions. This Note has been accepted by Payee in the State of Illinois.

7. Parties in Interest. The terms of this Note shall be binding upon Maker and shall inure to the benefit of Payee and Affiliate and each of their respective successors and assigns.

8. Severability. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**PRIOR TO SIGNING THIS NOTE, MAKER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE INTEREST RATE PROVISION.**

By: 

Name: Lou Vena

# Exhibit I

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To: 'Dan Kraut'[dan@dankraut.com]  
From: Gary Chodes  
Sent: Fri 1/22/2016 1:51:32 PM  
Subject: RE: OLF '12-'17 Forecast Model (2.27.13) \$8M DRTV.xlsx

I included email from the CFO (Smolen) and Controller (Vena) at Oasis along with the model. It goes without saying, do not have any contact with them. Gary

From: Gary Chodes [mailto:gchodes@networrrk.com]  
Sent: Friday, January 22, 2016 8:45 AM  
To: 'Dan Kraut' <dan@dankraut.com>  
Subject: FW: OLF '12-'17 Forecast Model (2.27.13) \$8M DRTV.xlsx  
Sensitivity: Confidential

Dan,

Are you available to help with building out a financial forecast for a de-novo consumer legal funding business that I am working on. The business would be similar to Oasis. For background, I attached I financial model used at Oasis back in early 2013.

I have two investor groups interested in backing me to do this. If you have some time and interest in working on this with me, that would be terrific.

Right now I just have to put together a simple budge tied into an initial investment of \$3 million of equity for the operations and a \$1.5 million credit facility to acquire investments in claims.

Let me know your availability.

From: Rich Smolen  
Sent: Wednesday, February 27, 2013 5:35 PM  
To: Gary Chodes <gchodes@oasislegal.com>  
Cc: Lou Vena <lvena@oasislegal.com>  
Subject: OLF '12-'17 Forecast Model (2.27.13) \$8M DRTV.xlsx

Gary,

Here is the model you requested with \$8M of DRTV spend in 2013. I worked with Olsen to reduce the spending in periods that made the most sense from a CPA standpoint. Since we spoke, I also assumed our spending would be a little more efficient, so the total originations are more in line with 2011 at ~\$55M. Let me know if you've got any questions or want to tweak the scenario.

Thanks,  
Rich

# Exhibit J

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**We specialize in legal funding for car accident and workers' comp lawsuits, but also provide lawsuit funding for many other types of personal injury cases. Call us!**

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No other legal funding company is trusted by more clients and their attorneys than Signal Funding because we're focused on you and the success of your case.

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- [Premises Liability / Slip and Fall](#)
- [Dog Bites](#)
- [FELA - Workers Comp for Railroad Workers](#)
- [Jones Act - Workers Comp for Merchant Marine Workers](#)
- [Longshore Act - Workers Comp for Longshoreman and Harbor Workers](#)

- Mass Torts (includes Hip Recalls, Mesothelioma Lung Cancer, Airbag Recalls, and other product recalls)
- Medical Malpractice
- Nursing Home Negligence
- Prescription Drug Litigation
- Product Liability & Recall
- Toxic Torts
- Commercial Trucking
- Wrongful Death

## Let's Get Started

it only takes a minute and is Free to Apply

First name

Last name

Email

Phone

Attorney first name

Attorney last name

Attorney phone

[Tweets by SignalFunding](#)

**Signal Funding, LLC**

1780 Green Bay Road, Suite 202  
Highland Park, IL 60035

Phone: [1-800-635-1167](tel:1-800-635-1167)  
Email: [info@signallegal.com](mailto:info@signallegal.com)

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[Workers' Compensation \(Workers' Comp\) Claims](#)

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[Premises Liability / Slip and Fall](#)



Dog Bites

FELA - Workers Comp for Railroad Workers

Jones Act - Workers Comp for Merchant Marine Workers

Longshore Act - Workers Comp for Longshoreman and Harbor Workers

Mass Torts (includes Hip Recalls, Mesothelioma Lung Cancer, Airbag Recalls, and other product recalls)

Medical Malpractice

Nursing Home Negligence

Prescription Drug Litigation

Product Liability & Recall

Toxic Torts

Commercial Trucking

Wrongful Death

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# Exhibit K

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# STUCK IN THE MIDDLE WITH YOU



**GARY**

**JOKERS**

Join us at Gibsons Steakhouse for our "Vote For Gary" Event!  
5464 North River Road, Rosemont, IL 60018  
Tuesday, August 23<sup>rd</sup>, 2016

Hosted by Gary Chodes, James Habel, Farva Jafri and Michael Olsen. Cocktails and hors d'oeuvres from 5:30 to 7 PM.  
Dinner from 7 to 9:30 PM. Please e-mail [fjafri@signalfunds.com](mailto:fjafri@signalfunds.com) or [jhabel@signalfunds.com](mailto:jhabel@signalfunds.com) to RSVP.

# Exhibit L

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Littler Mendelson, PC  
321 North Clark Street  
Suite 1000  
Chicago, IL 60664

August 23, 2016

James M. Witz  
312.785.3246 direct  
312.372.5520 main  
312.277.9416 fax  
jwitz@littler.com

VIA EMAIL (JEFF@QULEGAL.COM)

Jeffrey A. Leon  
Quantum Legal LLC  
513 Central Avenue, Suite 300  
Highland Park, IL 60035

Re: Gary Chodes / Signal Funding

Dear Jeff:

I write this letter in response to certain activities undertaken by your client, Gary Chodes, relating to a new company Mr. Chodes has established, Signal Funding. As you may or may not be aware, Signal Funding is holding itself out as a legal funding company, in the same market and arena as Oasis Financial. Signal Funding has apparently hired several former Oasis Financial employees, including but not limited to James Habel and Michael Olsen.

We have learned that Mr. Chodes and Signal Funding are sponsoring and hosting an event at Gibson's Steakhouse on 5464 North River Road in Rosemont, Illinois tonight, beginning at 5:30 p.m. While the event purports to be for other purposes, we have received information indicating that the purpose of the event is to recruit Oasis' current employees to work for Signal Funding. Further, we have been receiving reports from Oasis' employees that Mr. Chodes and the other former Oasis employees have been contacting and targeting current Oasis employees for the purposes of soliciting them to work at Signal Funding in a competing business and also to attend this event. The event is being held in close proximity to Oasis' offices at a venue that seems chosen to provide maximum disruption to Oasis' business and employees.

Mr. Chodes is or should be aware that employees that he and Signal Funding have targeted are subject to restrictive covenant agreements with Oasis. Mr. Chodes and Signal Funding have apparently shown their direct intent to wrongfully interfere with these employees' contractual obligations by offering to indemnify or defend them in connection with claims that Oasis might bring under the restrictive covenant agreements. Please be advised that as a general matter, the agreements executed by individuals targeted by your client and his colleagues contain provisions which state that:

Employee agrees that during Employee's employment with the Company and for [the restrictive covenant period], Employee will not, within the United States of America, without the prior written consent of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner

Jeffrey Leon  
August 23, 2016  
Page 2

of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity . . . engage in any work or activity that involves a product, system, apparatus, service or development which is competitive with or similar to Company Products or Services with which Employee worked or with respect to which Employee obtained Confidential Information while employed by the Company, where Employee's duties involve any level of strategic input.

The employees' restrictive covenants also contain restrictions on soliciting other employees and Oasis' customers, referral sources and attorney relationships as set forth in the agreement. I have attached an example of one of these agreements for your review and to put you and your client on further formal notice as to these provisions. We consider the effort to recruit these Oasis employees to work for Signal Funding in a competing capacity to constitute tortious interference with the contractual provisions Oasis has with these employees. We also have concerns that Mr. Chodes may be using Oasis confidential information in targeting its employees. We therefore demand that your client and his new company cease and desist these activities, and not to proceed with this recruiting event. Oasis reserves all rights and remedies regarding Mr. Chodes' conduct to date, including but not limited to seeking compensatory and punitive damages for his tortious conduct.

Additionally, when Mr. Chodes left the employ of Oasis, he retained a substantial amount of confidential and proprietary Oasis information, including attorney lists, business strategies and other categories of information, all of which would be of substantial value to a competitor of Oasis, and Signal Funding is now advertising itself as such a competitor. Oasis made several demands of Mr. Chodes to return all of this information, all of which he improperly refused. It now appears that Mr. Chodes may be utilizing this information to establish a competing business of Oasis. We again reiterate our demands that Mr. Chodes cease and desist any use of any of Oasis' proprietary and confidential information and data, and to return all such information and data that he retains in his custody, possession and control.

Further, as you well know, each of Mr. Chodes and his affiliated entity, Oasis Legal Finance Group LLC ("Oasis Group"), remains a member of Oasis Legal Finance Holding Company, LLC (Holdco). By establishing a competing company, Mr. Chodes and Oasis Group may be in violation of their fiduciary and contractual duties. This letter is to inform you that Oasis will seek all relief to which it is entitled under law or equity with respect to any activities by Mr. Chodes or Oasis Group or their affiliates that are in violation of any obligations that Mr. Chodes or Oasis Group owe to Oasis, either contractually or otherwise. In particular, I direct your attention to The Second Amended Limited Liability Agreement of Holdco dated June 30, 2011 (the "Holdco LLC Agreement"), paragraph 11.3 (b) which states in pertinent part:

*During the term of this Agreement, Oasis Group shall not, and it shall cause its Affiliates (including the Company and its Subsidiaries) not to, without the prior written consent of the Investor Members (to be given or withheld in the Investor Members' sole discretion), enter into*

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August 23, 2016  
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*any agreement relating to the Operating Company Business or the Other Lines of Business pursuant to which it originates, sources, or sells assets to any third party or any other agreement that would cause Oasis Group or its Affiliates to compete with or otherwise be adverse to the Operating Company Business, the transactions contemplated by this Agreement, the Master Purchase Agreement, the Master Servicing Agreement or the Laminar Credit Agreement.*

Under the Holdco LLC Agreement, Affiliate has the following definition which applies to Mr. Chodes by virtue of his control of Oasis Group:

*"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. The term "control" (including the terms "controls," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting interests or capital stock, by contract or otherwise.*

You have previously expressed to me that there is some interest in Mr. Chodes resolving all of his outstanding disputes with Oasis, its Members, and Managers. However, Mr. Chodes' activities seem contrary to this expressed desire, and appear more in line with efforts to instigate even more disputes with Oasis.

Please confirm to me before 4 p.m. today via email that (a) Mr. Chodes and Signal Funding will not proceed with this recruiting event at Gibson's, (b) Mr. Chodes and his colleagues will cease all efforts to induce Oasis employees to violate their contractual obligations to Oasis, and (c) Mr. Chodes, Oasis Group and their affiliates (including Signal Funding) will cease all efforts to compete with Oasis in violation of the Holdco LLC Agreement. Also, please confirm that Mr. Chodes will return all of Oasis' confidential and proprietary information in his custody, possession or control.

You are again hereby put on notice of possible litigation against your client. Your client is therefore required by law to preserve evidence, both electronic and otherwise, including all communications related to solicitations and communications with Oasis employees and Oasis customers and all communications and documents related to work being undertaken on behalf of Signal Funding by Mr. Chodes. Allowing potentially relevant electronic data to be destroyed or discarded can subject you and your client to severe civil or criminal penalties. Please instruct your client to preserve all computer and hard documents, data, information, and/or reports relevant to this matter, which includes all telephone records, social media records, emails or text messages.

Jeffrey Leon  
August 23, 2016  
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Sincerely,



James M. Witz

JMW

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### EMPLOYMENT AT WILL AGREEMENT

THIS AGREEMENT is made and entered into as of this [REDACTED] day of [REDACTED], 2013, by and between Oasis Legal Finance Operating Company LLC, a Delaware limited liability company and [REDACTED] (hereinafter referred to as the "Employee"). For purposes of this Agreement, the "Company" shall mean Oasis Legal Finance Operating Company LLC and all of its subsidiaries, affiliates, successors or assigns of such companies, including, but not limited to, Oasis Legal Finance Holding Company, LLC, Oasis Legal Finance, LLC, Courthouse Services, LLC, Courthouse Investments, LP, and Sanhedrin Management, LLC.

THEREFORE, in consideration for the Company's agreement to employ or to continue to employ Employee, and for other good and valuable consideration, which includes the ability to participate in the Company's incentive compensation program and Employee's continued access to confidential and proprietary information of the Company (including, but not limited to the Company's database regarding Attorney Relationships and clients) as well as a one-time payment of one thousand dollars (\$1,000.00), all of which Employee agrees and acknowledges that Employee would not receive absent Employee's execution of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Company and Employee agree as follows:

1. EMPLOYMENT IS FULL TIME AND AT-WILL. During Employee's employment with the Company, Employee will devote Employee's full business time and efforts to the Company and will not, without the Company's express written consent, engage in any employment or other business activity competitive with or in conflict with the business interests of the Company. Employee acknowledges that this Agreement does not create any obligation on Employee's part to work for the Company, or on the part of the Company to employ Employee, for any fixed period of time, and Employee's employment with the Company is at-will and may be terminated by Employee or the Company at any time with or without cause.

2. INVENTIONS AND INNOVATIONS: All inventions, business applications, innovations, methods, designs, ideas or improvements that relate to or are useable in connection with the business activities of the Company which Employee conceives, develops or reduces to practice, in whole or in part, during the period of Employee's employment with the Company (collectively, "Work Product") are the sole property of the Company. Employee will promptly reveal all information relating to the Work Product to the Manager of the Company and will assign all right, title, and interest in them to the Company. Employee assigns to the Company all interest in any patents, patent applications, or other intellectual property rights related to such Work Product and will assist the Company, at any time, in obtaining, maintaining, and prosecuting such rights. If any Work Product does not qualify as work made-for hire, Employee will and does hereby assign to the Company all such Work Product free and clear of any liens, claims, or encumbrances.

3. CONFIDENTIAL INFORMATION. Employee agrees that, during and after Employee's employment with the Company, Employee will not disclose, in any manner, or use for or on behalf of anyone except the Company, or authorize anyone else to disclose or use, Confidential Information of the Company. Employee recognizes that the restrictions in this paragraph survive the termination of Employee's employment with the Company, for any reason. For purposes of this Agreement, "Confidential Information" shall mean any information, in any form, of or regarding the Company or which the Company compiled or collected at significant expense and effort, which is not known outside of the Company, and specifically includes, but is not limited to, Work Product; information about Attorney Relationships (as defined below), including the extensive database the Company has developed regarding Attorney Relationships including the Company's proprietary gold, green, white and red

attorney grading methodology and funding history ; business plans and strategies; marketing plans; trading strategies; know-how; financial data and projections of the Company; and any other secret or confidential matter relating to any aspect of the business of the Company. Employee acknowledges and agrees that the Confidential Information identified above constitute trade secrets of the Company. Upon termination of Employee's employment, for any reason, Employee agrees to return immediately to Company all property of the Company (including but not limited to property provided to the Company by its clients, Attorney Relationships, or vendors) in Employee's possession, custody, or control, including, but not limited to, Confidential Information of the Company, in whatsoever medium recorded.

4. **NONDISPARAGEMENT.** During and after Employee's employment with the Company, Employee agrees not to make any disparaging or derogatory statements, remarks or comments, oral or written, directly or indirectly, to any individual or entity about or with reference to or with respect to the Company or any employee, officer, manager, director or agent of the Company.

5. **NONCOMPETITION AND NONSOLICITATION.** Employee agrees that during Employee's employment with the Company and for a period of [REDACTED] after the end of Employee's employment with the Company, for any reason whatsoever, Employee will not, within the United States of America, without the prior written consent of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity (i) recruit or hire any employees of the Company or otherwise attempt to solicit or induce any employee, independent contractor or agent of the Company to terminate his, her or its relationship with the Company; (ii) solicit, call upon, contract with, sell to, service, aid, or assist any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services, nor will Employee supervise anyone else in soliciting, calling upon, contracting with, selling to or servicing any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services; (iii) engage in any work or activity that involves a product, system, apparatus, service or development which is competitive with or similar to Company Products or Services with which Employee worked or with respect to which Employee obtained Confidential Information while employed by the Company, where Employee's duties involve any level of strategic input; or (iv) accept a position of employment with any Referral Source or Attorney Relationship of the Company which is the same or substantially similar to any position Employee held with the Company during the last twelve (12) months of Employee's employment with the Company. Employee agrees and acknowledges that the activity, geographic and temporal scope of the restrictions of this section are reasonable, necessary for the protection of legitimate business interests of the Company, and will not prohibit Employee from being able to obtain meaningful employment during the restricted period.

For purposes of this Agreement, (A) "Company Customers" shall mean (a) each and every customer who has conducted business with the Company within the two (2) year period immediately preceding the date of Employee's termination (the "Look Back Period"), and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (b) each and every entity which was a prospective customer of the Company and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of the business of such entity, at any time during the Look Back Period; (B) "Referral Sources" shall mean (i) each and every entity from whom the Company has received referrals with regard to Company Products or Services at any time during the Look Back Period, and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (ii) each and every entity that is a potential source of referrals for business and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; (C) "Attorney

Relationships" shall mean (i) each and every attorney, paralegal, or attorney staff member with whom the Company has done business, either directly or indirectly through the attorney's client(s), at any time during the Look Back Period, and about whom Employee had gained Confidential Information (including access to the Attorney Relationships database maintained by the Company which includes the Company's proprietary gold, green, white and red attorney grading methodology and funding history ) or with whom Employee had personal contact during Employee's employment; (ii) each and every attorney, paralegal or attorney staff member to whom Employee submitted or assisted in a proposal for services, either to that attorney, paralegal, or attorney staff member directly or to that attorney's client, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; and (D) "Company Products or Services" shall mean products or services which are similar to, compete with, or can be used for the same purposes as products or services sold or offered to be sold by, or, to Employee's knowledge, in development at the Company, at any time during Employee's employment at the Company, including, without limitation, law firm financing, commercial litigation financing, plaintiff funding or structured settlements businesses.

6. REMEDIES. Employee acknowledges that the restrictions contained in Paragraphs 2, 3, 4, and 5 are reasonable and necessary to protect the business and interests of the Company and that any violation of these restrictions will cause substantial and irreparable injury to the Company, and as a consequence thereof, Employee agrees that the Company is entitled, in addition to any other remedies, to preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of such Paragraphs, without the posting of any bond or security. Employee further acknowledges that if Employee fails to comply with paragraph 5 above, the time period for that restriction will be extended by one day for each day Employee is found to have violated it, up to a maximum of one (1) year. In addition, in the event that the Company successfully brings litigation against Employee for breach of Paragraphs 2, 3, 4 or 5, the Company shall be entitled, in addition to any other remedies awarded to it, to its reasonable attorneys' fees incurred in prosecuting the litigation.

7. ENTIRE AGREEMENT. This Agreement shall supersede all previous agreements covering this subject matter between Employee and the Company.

8. SEVERABILITY AND MODIFICATION. If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under applicable law. Except as set forth in the prior sentence, no provision of this Agreement may be modified, waived, or discharged by the parties except in writing, and signed by Employee and by an authorized officer of the Company, or by the respective parties' legal representatives and successors.

9. SUCCESSORS. This Agreement shall inure to the benefit of the Company, its subsidiaries, affiliates, successors and assigns, or nominees. Employee agrees to execute any and all documents reasonably necessary to assign and/or transfer the Company's rights under this Agreement to such subsidiaries, affiliates, successors, assigns or nominees.

10. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and jurisdiction and venue for any matter shall be exclusive to the courts of Cook County, Illinois. This Agreement shall be binding upon and enforceable against any heirs and legal representatives and the assignees of any idea, inventions or discovery conceived or made by Employee.

EMPLOYEE ACKNOWLEDGES THAT BY SIGNING BELOW, EMPLOYEE HAS READ, UNDERSTOOD AND AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT, HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE OR HAS CHOSEN NOT TO RETAIN AN ATTORNEY AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS SET FORTH ABOVE. EMPLOYEE ALSO ACKNOWLEDGES THAT EMPLOYEE HAS RECEIVED A COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement.

OASIS LEGAL FINANCE OPERATION COMPANY LLC

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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Littler Mendelson, PC  
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August 23, 2016

James M. Witz  
312.795.3246 direct  
312.872.5520 main  
312.277.9416 fax  
jwitz@littler.com

**VIA FEDERAL EXPRESS**

**AND EMAIL [jabelj@hotmail.com](mailto:jabelj@hotmail.com) and [jabel@signalfunds.com](mailto:jabel@signalfunds.com)**

James Habel  
5031 Adele Drive  
Gurnee, IL 60031

**Re: Signal Funding / Recruitment of Oasis Employees**

Dear Mr. Habel:

This law firm represents your former employer Oasis Legal Finance Operating Company LLC (Oasis). It has come to my client's attention that you have engaged in certain recruiting activities on behalf of your employer, Signal Funding, to target current Oasis employees. In particular, we understand that Signal Funding is sponsoring and hosting an event at Gibson's Steakhouse on 5464 North River Road in Rosemont, Illinois tonight, beginning at 5:30 p.m. While the event purports to be for other purposes, we have received information indicating the actual purpose of the event is to recruit Oasis' current employees to work for Signal Funding in a competitive capacity. Further, we have been receiving reports from our employees that you and other Signal Funding representatives have been contacting and targeting current Oasis employees for the purposes of soliciting them to work at Signal in a competing business and also to attend this event. The event is being held in close proximity to Oasis' offices, and appears chosen to provide maximum disruption to Oasis' business and employees.

As you should be aware, the individuals being targeted by you and Signal Funding are subject to restrictive covenant agreements. As a general matter, agreements executed by individuals targeted by you and your company state, in relevant part:

Employee agrees that during Employee's employment with the Company and for [the restrictive covenant period], Employee will not, within the United States of America, without the prior written consent of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity . . . engage in any work or activity that involves a product, system, apparatus, service or development which is competitive with or similar to Company Products or Services with which Employee worked or with respect to which Employee obtained Confidential Information while employed by the Company, where Employee's duties involve any level of strategic input.

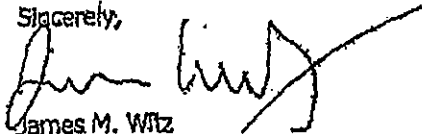
James Habel  
August 23, 2016  
Page 2

The employees' restrictive covenants also contain restrictions on soliciting other employees and Oasis' customers, referral sources and attorney relationships as set forth in the agreement. I have attached an example of these agreements for your review and to put you and your employer on formal notice as to these provisions. We consider the effort to recruit these Oasis employees to work for Signal Funding in a competing capacity to constitute tortious interference with the contractual provisions Oasis has with these employees. We therefore demand that you and your company cease and desist these activities, and not to proceed with this recruiting event. Oasis reserves all rights and remedies regarding your conduct to date, including but not limited to seeking compensatory and punitive damages for your tortious conduct.

Please confirm to me before 4 p.m. today via email that you and your company will not proceed with this recruiting event at Gibson's and you will cease all efforts to induce Oasis employees to violate their contractual obligations to Oasis.

You are hereby put on notice of potential litigation. You are therefore required by law to preserve evidence, both electronic and otherwise. Allowing potentially relevant electronic data to be destroyed or discarded can subject you to severe civil or criminal penalties. Please preserve all computer and hard documents, data, information, and/or reports relevant to this matter, which includes all telephone records, social media records, emails or text messages.

Sincerely,

  
James M. Witz

JMW

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## EMPLOYMENT AT WILL AGREEMENT

THIS AGREEMENT is made and entered into as of this [REDACTED] day of [REDACTED], 2013, by and between Oasis Legal Finance Operating Company LLC, a Delaware limited liability company and [REDACTED] (hereinafter referred to as the "Employee"). For purposes of this Agreement, the "Company" shall mean Oasis Legal Finance Operating Company LLC and all of its subsidiaries, affiliates, successors or assigns of such companies, including, but not limited to, Oasis Legal Finance Holding Company, LLC, Oasis Legal Finance, LLC, Courthouse Services, LLC, Courthouse Investments, LP, and Sanhedrin Management, LLC.

THEREFORE, in consideration for the Company's agreement to employ or to continue to employ Employee, and for other good and valuable consideration, which includes the ability to participate in the Company's incentive compensation program and Employee's continued access to confidential and proprietary information of the Company (including, but not limited to the Company's database regarding Attorney Relationships and clients) as well as a one-time payment of one thousand dollars (\$1,000.00), all of which Employee agrees and acknowledges that Employee would not receive absent Employee's execution of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Company and Employee agree as follows:

1. EMPLOYMENT IS FULL TIME AND AT-WILL. During Employee's employment with the Company, Employee will devote Employee's full business time and efforts to the Company and will not, without the Company's express written consent, engage in any employment or other business activity competitive with or in conflict with the business interests of the Company. Employee acknowledges that this Agreement does not create any obligation on Employee's part to work for the Company, or on the part of the Company to employ Employee, for any fixed period of time, and Employee's employment with the Company is at-will and may be terminated by Employee or the Company at any time with or without cause.

2. INVENTIONS AND INNOVATIONS. All inventions, business applications, innovations, methods, designs, ideas or improvements that relate to or are useable in connection with the business activities of the Company which Employee conceives, develops or reduces to practice, in whole or in part, during the period of Employee's employment with the Company (collectively, "Work Product") are the sole property of the Company. Employee will promptly reveal all information relating to the Work Product to the Manager of the Company and will assign all right, title, and interest in them to the Company. Employee assigns to the Company all interest in any patents, patent applications, or other intellectual property rights related to such Work Product and will assist the Company, at any time, in obtaining, maintaining, and prosecuting such rights. If any Work Product does not qualify as work made for hire, Employee will and does hereby assign to the Company all such Work Product free and clear of any liens, claims, or encumbrances.

3. CONFIDENTIAL INFORMATION. Employee agrees that, during and after Employee's employment with the Company, Employee will not disclose, in any manner, or use for or on behalf of anyone except the Company, or authorize anyone else to disclose or use, Confidential Information of the Company. Employee recognizes that the restrictions in this paragraph survive the termination of Employee's employment with the Company, for any reason. For purposes of this Agreement, "Confidential Information" shall mean any information, in any form, of or regarding the Company or which the Company compiled or collected at significant expense and effort, which is not known outside of the Company, and specifically includes, but is not limited to, Work Product, information about Attorney Relationships (as defined below), including the extensive database the Company has developed regarding Attorney Relationships including the Company's proprietary gold, green, white and red

[REDACTED]

attorney grading methodology and funding history; business plans and strategies; marketing plans; trading strategies; know-how; financial data and projections of the Company; and any other secret or confidential matter relating to any aspect of the business of the Company. Employee acknowledges and agrees that the Confidential Information identified above constitute trade secrets of the Company. Upon termination of Employee's employment, for any reason, Employee agrees to return immediately to Company all property of the Company (including but not limited to property provided to the Company by its clients, Attorney Relationships, or vendors) in Employee's possession, custody, or control, including, but not limited to, Confidential Information of the Company, in whatsoever medium recorded.

4. NONDISPARAGEMENT. During and after Employee's employment with the Company, Employee agrees not to make any disparaging or derogatory statements, remarks or comments, oral or written, directly or indirectly, to any individual or entity about or with reference to or with respect to the Company or any employee, officer, manager, director or agent of the Company.

5. NONCOMPETITION AND NONSOLICITATION. Employee agrees that during Employee's employment with the Company and for a period of [REDACTED] after the end of Employee's employment with the Company, for any reason whatsoever, Employee will not, within the United States of America, without the prior written consent of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity (i) recruit or hire any employee of the Company or otherwise attempt to solicit or induce any employee, independent contractor or agent of the Company to terminate his, her or its relationship with the Company; (ii) solicit, call upon, contract with, sell to, service, aid, or assist any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services, nor will Employee supervise anyone else in soliciting, calling upon, contracting with, selling to or servicing any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services; (iii) engage in any work or activity that involves a product, system, apparatus, service or development which is competitive with or similar to Company Products or Services with which Employee worked or with respect to which Employee obtained Confidential Information while employed by the Company, where Employee's duties involve any level of strategic input; or (iv) accept a position of employment with any Referral Source or Attorney Relationship of the Company which is the same or substantially similar to any position Employee held with the Company during the last twelve (12) months of Employee's employment with the Company. Employee agrees and acknowledges that the activity, geographic and temporal scope of the restrictions of this section are reasonable, necessary for the protection of legitimate business interests of the Company, and will not prohibit Employee from being able to obtain meaningful employment during the restricted period.

For purposes of this Agreement, (A) "Company Customers" shall mean (a) each and every customer who has conducted business with the Company within the two (2) year period immediately preceding the date of Employee's termination (the "Look Back Period"), and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (b) each and every entity which was a prospective customer of the Company and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of the business of such entity, at any time during the Look Back Period; (B) "Referral Sources" shall mean (i) each and every entity from whom the Company has received referrals with regard to Company Products or Services at any time during the Look Back Period, and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (ii) each and every entity that is a potential source of referrals for business and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; (C) "Attorney



Relationships' shall mean (i) each and every attorney, paralegal, or attorney staff member with whom the Company has done business, either directly or indirectly through the attorney's client(s), at any time during the Look Back Period, and about whom Employee had gained Confidential Information (including access to the Attorney Relationships database maintained by the Company which includes the Company's proprietary gold, green, white and red attorney grading methodology and funding history ) or with whom Employee had personal contact during Employee's employment; (ii) each and every attorney, paralegal or attorney staff member to whom Employee submitted or assisted in a proposal for services, either to that attorney, paralegal, or attorney staff member directly or to that attorney's client, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; and (D) "Company Products or Services" shall mean products or services which are similar to, compete with, or can be used for the same purposes as products or services sold or offered to be sold by, or, to Employee's knowledge, in development at the Company, at any time during Employee's employment at the Company, including, without limitation, law firm financing, commercial litigation financing, plaintiff funding or structured settlements businesses.

6. REMEDIES. Employee acknowledges that the restrictions contained in Paragraphs 2, 3, 4, and 5 are reasonable and necessary to protect the business and interests of the Company and that any violation of these restrictions will cause substantial and irreparable injury to the Company, and as a consequence thereof, Employee agrees that the Company is entitled, in addition to any other remedies, to preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of such Paragraphs, without the posting of any bond or security. Employee further acknowledges that if Employee fails to comply with paragraph 5 above, the time period for that restriction will be extended by one day for each day Employee is found to have violated it, up to a maximum of one (1) year. In addition, in the event that the Company successfully brings litigation against Employee for breach of Paragraphs 2, 3, 4 or 5, the Company shall be entitled, in addition to any other remedies awarded to it, to its reasonable attorneys' fees incurred in prosecuting the litigation.

7. ENTIRE AGREEMENT. This Agreement shall supersede all previous agreements covering this subject matter between Employee and the Company.

8. SEVERABILITY AND MODIFICATION. If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement; If any provision of this Agreement is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under applicable law. Except as set forth in the prior sentence, no provision of this Agreement may be modified, waived, or discharged by the parties except in writing, and signed by Employee and by an authorized officer of the Company, or by the respective parties' legal representatives and successors.

9. SUCCESSORS. This Agreement shall inure to the benefit of the Company, its subsidiaries, affiliates, successors and assigns, or nominees. Employee agrees to execute any and all documents reasonably necessary to assign and/or transfer the Company's rights under this Agreement to such subsidiaries, affiliates, successors, assigns or nominees.

10. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and jurisdiction and venue for any matter shall be exclusive to the courts of Cook County, Illinois. This Agreement shall be binding upon and enforceable against any heirs and legal representatives and the assignees of any idea, inventions or discovery conceived or made by Employee.

EMPLOYEE ACKNOWLEDGES THAT BY SIGNING BELOW, EMPLOYEE HAS READ, UNDERSTOOD AND AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT, HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE OR HAS CHOSEN NOT TO RETAIN AN ATTORNEY AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS SET FORTH ABOVE. EMPLOYEE ALSO ACKNOWLEDGES THAT EMPLOYEE HAS RECEIVED A COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement,

OASIS LEGAL FINANCE OPERATION COMPANY LLC

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]



Littler Mendelson, PC  
321 North Clark Street  
Suite 1000  
Chicago, IL 60654

August 23, 2016

James M. Wilz  
312.795.3246 direct  
312.372.5520 main  
312.277.9418 fax  
jwilz@littler.com

VIA FEDERAL EXPRESS AND  
EMAIL [molsen1964@gmail.com](mailto:molsen1964@gmail.com) and [molsen@signalfunds.com](mailto:molsen@signalfunds.com)

Michael Olsen  
1084 Ammandale Drive  
Elgin, IL 60123

Re: Signal Funding / Recruitment of Oasis Employees

Dear Mr. Olsen:

This law firm represents your former employer, Oasis Legal Finance Operating Company LLC (Oasis). It has come to my client's attention that you have engaged in certain recruiting activities on behalf of your employer, Signal Funding, to target current Oasis employees. In particular, we understand that Signal Funding is sponsoring and hosting an event at Gibson's Steakhouse on 5454 North River Road in Rosemont, Illinois tonight, beginning at 5:30 p.m. While the event purports to be for other purposes, we have received information indicating the function of the event is to recruit Oasis' current employees on behalf of Signal Funding. Further, Oasis has been receiving reports from its employees that you and other Signal Funding representatives have been contacting and targeting current Oasis' employees for the purposes of soliciting them to work at Signal in a competing business and also to attend this event. The event is being held in close proximity to Oasis' offices, and appears chosen to provide maximum disruption to Oasis' business and employees.

As you are or should be aware, individuals being targeted by you and Signal Funding are subject to extensive restrictive covenant agreements. As a general matter, agreements executed by individuals targeted by you and your company state, in relevant part:

Employee agrees that during Employee's employment with the Company and for [the restrictive covenant period], Employee will not, within the United States of America, without the prior written consent of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity . . . engage in any work or activity that involves a product, system, apparatus, service or development which is competitive with or similar to Company Products or Services with which Employee worked or with respect to which Employee obtained Confidential Information while employed by the Company, where Employee's duties involve any level of strategic input.

Michael Olsen  
August 23, 2016  
Page 2

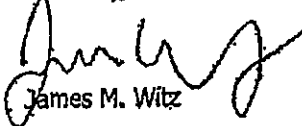
The employees' restrictive covenants also contain restrictions on soliciting other Oasis employees as well as Oasis customers, referral sources and attorney relationships as set forth in the agreement. I have attached an example of these agreements for your review and to put you and your employer on formal notice as to these provisions. We consider the effort to recruit these Oasis employees to work for Signal Funding in a competing capacity to constitute tortious interference with the contractual provisions Oasis has with these employees. We therefore demand that you and your company cease and desist these activities, and not to proceed with this recruiting event. Oasis reserves all rights and remedies regarding your conduct to date, including but not limited to seeking compensatory and punitive damages for your tortious conduct as well as injunctive relief as appropriate.

In addition, you also executed an agreement with post-employment restrictive covenants, and several of those covenants, including but not limited to your obligation to protect Oasis's confidential and proprietary information and your promises not to disparage Oasis or its employees, officers or managers, remain in full force and effect. Oasis has concern and is continuing to investigate whether you have already breached certain covenants in this agreement. This letter is to remind you of those obligations and your promises not to engage in those prohibited activities. I have attached an additional copy here as well.

Please confirm to me before 4 p.m. today via email that you and your company will not proceed with this recruiting event at Gibson's and you will cease all efforts to induce Oasis employees to violate their contractual obligations to Oasis.

You are hereby put on notice of possible litigation. You are therefore required by law to preserve evidence, both electronic and otherwise. Allowing potentially relevant electronic data to be destroyed or discarded can subject you to severe civil or criminal penalties. Please preserve all computer and hard documents, data, information, and/or reports relevant to this matter, which includes all telephone records, social media records, emails or text messages.

Sincerely,

  
James M. Witz

JMW

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EMPLOYMENT AT WILL AGREEMENT

THIS AGREEMENT is made and entered into as of this 12 day of February, 2014, by and between Oasis Legal Finance Operating Company LLC, a Delaware limited liability company and Michael Olsen (hereinafter referred to as the "Employee"). For purposes of this Agreement, the "Company" shall mean Oasis Legal Finance Operating Company LLC, Oasis Legal Finance Holding Company, LLC, Oasis Legal Finance, LLC, Courthouse Services, LLC, Courthouse Investments, LP, and Sanhedrin Management, LLC and any successors or assigns of these entities.

As consideration for Employee's promises contained in this Agreement (as set forth herein), the Company agrees to employ or to continue to employ Employee on the terms set forth herein, and is providing other good and valuable consideration, which includes the ability to participate in the Company's incentive compensation program and Employee's continued access to confidential and proprietary information of the Company (including, but not limited to the Company's database regarding Attorney Relationships and clients) as well as a one-time payment of Ten Thousand Dollars (\$10,000.00).

Employee agrees and acknowledges that Employee would not receive any of the foregoing consideration, the receipt and sufficiency of which are hereby also acknowledged by Employee, absent Employee's execution of this Agreement. As such, the Company and Employee agree as follows:

1. EMPLOYMENT IS FULL TIME AND AT-WILL. During Employee's employment with the Company, Employee will devote Employee's full business time and efforts to the Company and will not, without the Company's express written consent, engage in any employment or other business activity competitive with or in conflict with the business interests of the Company. Employee acknowledges that this Agreement does not create any obligation on Employee's part to work for the Company, or on the part of the Company to employ Employee, for any fixed period of time, and Employee's employment with the Company is at-will and may be terminated by Employee or the Company at any time with or without cause.

2. INVENTIONS AND INNOVATIONS. Employee acknowledges that all Work Product is the property of the Company. Therefore, Employee hereby assigns to the Company all right, title and interest to all patents and patent applications, all inventions, innovation, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (in each case whether or not patentable or reduced to practice), including, without limitation, all computer software and software plans and designs, all copyrights and copyrightable works, all trade secrets, confidential information and know-how, and all other intellectual property rights that are or were conceived, reduced to practice, developed or made by Employee while employed by the Company and that (A) relate to the Company's actual or anticipated business, research and development or existing or future products or services, or (B) are or were conceived, reduced to practice, developed or made using any of equipment, supplies, facilities, assets or resources of the Company (including but not limited to, any intellectual property rights; "Work Product"). Employee shall promptly disclose such Work Product to the Company and perform all actions reasonably requested by the Company (whether during the Term or after the termination of this Agreement) to establish and confirm the Company's ownership (including, without limitation, executing assignments, consents, powers of attorney, applications and other documents or instruments). In accordance with Section 3 of the Illinois Employee Patent Act, 765 ILCS 1060 §§ 1-3, Employee is hereby advised that this Section 11 regarding ownership of Work Product does not apply to, and Employee shall not be required to assign to the Company, any Work Product for which no equipment, supplies, facility, or trade secret information of the Company was used and that was developed exclusively and entirely on Employee's own time unless (X) the Work Product relates (I) to the Company's business, or (II) to the Company's demonstrably anticipated research or development, or (Y)

the Work Product results from or relates to any work performed by Employee for the Company. Employee further agrees to cooperate in offering testimony regarding the Work Product on behalf of the Company in the United States or in foreign countries.

3. PROTECTION OF CONFIDENTIAL INFORMATION. Employee recognizes that the Company has and will continue to develop certain trade secrets and confidential information and that, in the course of his employment, Employee will be provided with and have access to this Confidential Information. In consideration for being provided access to Confidential Information of the Company, Employee agrees that, during and after Employee's employment with the Company, Employee will not disclose, in any manner, or use for or on behalf of anyone except the Company, or authorize anyone else to disclose or use, Confidential Information of the Company. Employee recognizes that the restrictions in this paragraph survive the termination of Employee's employment with the Company, for any reason. For purposes of this Agreement, "Confidential Information" shall mean any information, in any form, of or regarding the Company or which the Company compiled or collected at significant expense and effort, which is not known outside of the Company, and specifically includes, but is not limited to, Work Product (as defined below); information about Attorney Relationships (as defined below), including the extensive database the Company has developed regarding Attorney Relationships including the Company's proprietary gold, green, white and red attorney grading methodology and funding history; business plans and strategies; marketing plans; trading strategies; know-how; financial data and projections of the Company; and any other secret or confidential matter relating to any aspect of the business of the Company. Employee acknowledges and agrees that the Confidential Information identified above constitute trade secrets of the Company. Upon termination of Employee's employment, for any reason, Employee agrees to return immediately to Company all property of the Company (including but not limited to property provided to the Company by its clients, Attorney Relationships, or vendors) in Employee's possession, custody, or control, including, but not limited to, Confidential Information of the Company, in whatsoever medium recorded. During the Term and thereafter, Employee shall take reasonable steps to safeguard Confidential Information and to protect against its disclosure, misuse, espionage, loss and theft. It is understood that Confidential Information does not include any information that is publicly available. Nothing contained in this Agreement shall in any way restrict or impair Employee's right to use or disclose any Confidential Information which: (A) at the time of use or disclosure is generally available to the public through no act of Employee, (B) was in the Employee's possession prior to the time of disclosure and was not acquired, directly or indirectly, from the Company, (C) is made available to the Employee by others who did not acquire such Confidential Information, directly or indirectly, from the Company, or (D) in response to valid order by a court or other governmental body, or as otherwise required by law, or as necessary to establish the rights of either party under this Agreement.

4. NONDISPARAGEMENT. During and for three (3) years after Employee's employment with the Company, Employee agrees not to make any adverse or derogatory statements, remarks or comments, oral or written, directly or indirectly, to any individual or entity about or with reference to or with respect to the Company or any employee, officer, manager, director or agent of the Company. Employee hereby (i) agrees that he or she will not disclose to Company any trade secrets of a prior employer or any other confidential information which is restricted pursuant to an agreement binding on Employee, and (ii) represents and warrants that he or she has shared any prior employment non-competition and confidentiality agreements with the Company and is not bound by any restrictive covenant which would be violated by Employee being employed by the Company.

5. NONCOMPETITION, NONSOLICITATION AND NONINTERFERENCE. Employee agrees that during Employee's employment with the Company and for a period of two (2) years after the end of Employee's employment with the Company, for any reason whatsoever, Employee will not, within the United States of America, Canada or Puerto Rico, without the prior written consent of the Chief

Executive Officer of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity (i) recruit or hire any employee of the Company or otherwise attempt to solicit or induce any employee, independent contractor or agent of the Company to terminate his, her or its relationship with the Company; (ii) solicit, call upon, contract with, sell to, service, aid, or assist any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services, nor will Employee supervise anyone else in soliciting, calling upon, contracting with, selling to or servicing any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services; (iii) engage in any work or activity that involves a product, system, apparatus, service or development which is competitive with or similar to Company Products or Services with which Employee worked or with respect to which Employee obtained Confidential Information while employed by the Company, where Employee's duties involve any level of strategic input; (iv) accept a position of employment with any Referral Source or Attorney Relationship of the Company which is the same or substantially similar to any position Employee held with the Company during the last twelve (12) months of Employee's employment with the Company; or (v) engage in any advocacy projects, including for or on behalf of, but not limited to, the U.S. Chamber of Commerce, another business trade association, an insurance company or an insurance industry trade association, which are adverse to the interests of the Company. Employee agrees and acknowledges that the activity, geographic and temporal scope of the restrictions of this section are reasonable, necessary for the protection of legitimate business interests of the Company, and will not prohibit Employee from being able to obtain meaningful employment during the restricted period. Employee further acknowledges that adequate consideration has been received by Employee for these obligations.

For purposes of this Agreement, (A) "Company Customers" shall mean (a) each and every customer who has conducted business with the Company within the two (2) year period immediately preceding the date of Employee's termination (the "Look Back Period"), and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (b) each and every entity which was a prospective customer of the Company and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of the business of such entity, at any time during the Look Back Period; (B) "Referral Sources" shall mean (i) each and every entity from whom the Company has received referrals with regard to Company Products or Services at any time during the Look Back Period, and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (ii) each and every entity that is a potential source of referrals for business and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; (C) "Attorney Relationships" shall mean (i) each and every attorney, paralegal, or attorney staff member with whom the Company has done business, either directly or indirectly through the attorney's client(s), at any time during the Look Back Period, and about whom Employee had gained Confidential Information (including access to the Attorney Relationships database maintained by the Company which includes the Company's proprietary gold, green, white and red attorney grading methodology and funding history ) or with whom Employee had personal contact during Employee's employment; (ii) each and every attorney, paralegal or attorney staff member to whom Employee submitted or assisted in a proposal for services, either to that attorney, paralegal, or attorney staff member directly or to that attorney's client, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; and (D) "Company Products or Services" shall mean products or services which are similar to, compete with, or can be used for the same purposes as products or services sold or offered to be sold by, or, to Employee's knowledge, in development at the Company, at any time during Employee's employment at the Company, including, without limitation, law firm financing, commercial litigation financing, plaintiff funding or structured settlements businesses.

Employee specifically agrees and acknowledges that Employee has received sufficient consideration for Employee's promises contained in this Section and other sections of this Agreement, including but not limited to the Company's promise to provide Employee with Confidential Information, and the Company providing Employee the one-time bonus described in the preamble of this Agreement.

6. **REMEDIES.** Employee acknowledges that the restrictions contained in Paragraphs 2, 3, 4, and 5 are reasonable and necessary to protect the business and interests of the Company and that any violation of these restrictions will cause substantial and irreparable injury to the Company, and as a consequence thereof, Employee agrees that the Company is entitled, in addition to any other remedies, to preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of such Paragraphs, without the posting of any bond or security. Employee further acknowledges that if Employee fails to comply with paragraph 5 above, the time period for that restriction will be extended by one day for each day Employee is found to have violated it, up to a maximum of one (1) year. In addition, in the event that the Company successfully brings litigation against Employee for breach of Paragraphs 2, 3, 4 or 5, the Company shall be entitled, in addition to any other remedies awarded to it, to its reasonable attorneys' fees incurred in prosecuting the litigation.

7. **ENTIRE AGREEMENT.** This Agreement shall supersede all previous agreements covering this subject matter between Employee and the Company.

8. **SEVERABILITY AND MODIFICATION.** If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under applicable law. Except as set forth in the prior sentence, no provision of this Agreement may be modified, waived, or discharged by the parties except in writing, and signed by Employee and by an authorized officer of the Company, or by the respective parties' legal representatives and successors.

9. **SUCCESSORS.** This Agreement shall inure to the benefit of the Company, its subsidiaries, affiliates, successors and assigns, or nominees. Employee agrees to execute any and all documents reasonably necessary to assign and/or transfer the Company's rights under this Agreement to such subsidiaries, affiliates, successors, assigns or nominees.

10. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and jurisdiction and venue for any matter shall be exclusive to the courts of Cook County, Illinois. This Agreement shall be binding upon and enforceable against any heirs and legal representatives and the assignees of any idea, inventions or discovery conceived or made by Employee.

EMPLOYEE ACKNOWLEDGES THAT BY SIGNING BELOW, EMPLOYEE HAS READ, UNDERSTOOD AND AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT, HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE OR HAS CHOSEN NOT TO RETAIN AN ATTORNEY AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS SET FORTH ABOVE. EMPLOYEE ALSO ACKNOWLEDGES THAT EMPLOYEE HAS RECEIVED A COPY OF THIS AGREEMENT.



IN WITNESS WHEREOF, the parties have executed this Agreement.

OASIS LEGAL FINANCE OPERATION COMPANY, LLC

By: [Signature]

Its: CEO

Date: 2/5/14

[Signature]  
Employee, Michael Olsen

Date: 2/4/14

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## EMPLOYMENT AT WILL AGREEMENT

THIS AGREEMENT is made and entered into as of this [REDACTED] day of [REDACTED], 2013, by and between Oasis Legal Finance Operating Company LLC, a Delaware limited liability company and [REDACTED] (hereinafter referred to as the "Employee"). For purposes of this Agreement, the "Company" shall mean Oasis Legal Finance Operating Company LLC and all of its subsidiaries, affiliates, successors or assigns of such companies, including, but not limited to, Oasis Legal Finance Holding Company, LLC, Oasis Legal Finance, LLC, Courthouse Services, LLC, Courthouse Investments, LP, and Sanhedrin Management, LLC.

THEREFORE, in consideration for the Company's agreement to employ or to continue to employ Employee, and for other good and valuable consideration, which includes the ability to participate in the Company's incentive compensation program and Employee's continued access to confidential and proprietary information of the Company (including, but not limited to the Company's database regarding Attorney Relationships and clients) as well as a one-time payment of one thousand dollars (\$1,000.00), all of which Employee agrees and acknowledges that Employee would not receive absent Employee's execution of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Company and Employee agree as follows:

1. EMPLOYMENT IS FULL TIME AND AT-WILL. During Employee's employment with this Company, Employee will devote Employee's full business time and efforts to the Company and will not, without the Company's express written consent, engage in any employment or other business activity competitive with or in conflict with the business interests of the Company. Employee acknowledges that this Agreement does not create any obligation on Employee's part to work for the Company, or on the part of the Company to employ Employee, for any fixed period of time, and Employee's employment with the Company is at-will and may be terminated by Employee or the Company at any time with or without cause.

2. INVENTIONS AND INNOVATIONS. All inventions, business applications, innovations, methods, designs, ideas or improvements that relate to or are useable in connection with the business activities of the Company which Employee conceives, develops or reduces to practice, in whole or in part, during the period of Employee's employment with the Company (collectively, "Work Product") are the sole property of the Company. Employee will promptly reveal all information relating to the Work Product to the Manager of the Company and will assign all right, title, and interest in them to the Company. Employee assigns to the Company all interest in any patents, patent applications, or other intellectual property rights related to such Work Product and will assist the Company, at any time, in obtaining, maintaining, and prosecuting such rights. If any Work Product does not qualify as work made for hire, Employee will and does hereby assign to the Company all such Work Product free and clear of any liens, claims, or encumbrances.

3. CONFIDENTIAL INFORMATION. Employee agrees that, during and after Employee's employment with the Company, Employee will not disclose, in any manner, or use for or on behalf of anyone except the Company, or authorize anyone else to disclose or use, Confidential Information of the Company. Employee recognizes that the restrictions in this paragraph survive the termination of Employee's employment with the Company, for any reason. For purposes of this Agreement, "Confidential Information" shall mean any information, in any form, of or regarding the Company or which the Company compiled or collected at significant expense and effort, which is not known outside of the Company, and specifically includes, but is not limited to, Work Product; information about Attorney Relationships (as defined below), including the extensive database the Company has developed regarding Attorney Relationships including the Company's proprietary gold, green, white and red

attorney grading methodology and funding history; business plans and strategies; marketing plans; trading strategies; know-how; financial data and projections of the Company; and any other secret or confidential matter relating to any aspect of the business of the Company. Employee acknowledges and agrees that the Confidential Information identified above constitute trade secrets of the Company. Upon termination of Employee's employment, for any reason, Employee agrees to return immediately to Company all property of the Company (including but not limited to property provided to the Company by its clients, Attorney Relationships, or vendors) in Employee's possession, custody, or control, including, but not limited to, Confidential Information of the Company, in whatsoever medium recorded.

4. NONDISPARAGEMENT. During and after Employee's employment with the Company, Employee agrees not to make any disparaging or derogatory statements, remarks or comments, oral or written, directly or indirectly, to any individual or entity about or with reference to or with respect to the Company or any employee, officer, manager, director or agent of the Company.

5. NONCOMPETITION AND NONSOLICITATION. Employee agrees that during Employee's employment with the Company and for a period of [REDACTED] after the end of Employee's employment with the Company, for any reason whatsoever, Employee will not, within the United States of America, without the prior written consent of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity (i) recruit or hire any employee of the Company or otherwise attempt to solicit or induce any employee, independent contractor or agent of the Company to terminate his, her or its relationship with the Company; (ii) solicit, call upon, contract with, sell to, service, aid, or assist any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services, nor will Employee supervise anyone else in soliciting, calling upon, contracting with, selling to or servicing any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services; (iii) engage in any work or activity that involves a product, system, apparatus, service or development which is competitive with or similar to Company Products or Services with which Employee worked or with respect to which Employee obtained Confidential Information while employed by the Company, where Employee's duties involve any level of strategic input; or (iv) accept a position of employment with any Referral Source or Attorney Relationship of the Company which is the same or substantially similar to any position Employee held with the Company during the last twelve (12) months of Employee's employment with the Company. Employee agrees and acknowledges that the activity, geographic and temporal scope of the restrictions of this section are reasonable, necessary for the protection of legitimate business interests of the Company, and will not prohibit Employee from being able to obtain meaningful employment during the restricted period.

For purposes of this Agreement, (A) "Company Customers" shall mean (a) each and every customer who has conducted business with the Company within the two (2) year period immediately preceding the date of Employee's termination (the "Look Back Period"), and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (b) each and every entity which was a prospective customer of the Company and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of the business of such entity, at any time during the Look Back Period; (B) "Referral Sources" shall mean (i) each and every entity from whom the Company has received referrals with regard to Company Products or Services at any time during the Look Back Period, and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (ii) each and every entity that is a potential source of referrals for business and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; (C) "Attorney

Relationships" shall mean (i) each and every attorney, paralegal, or attorney staff member with whom the Company has done business, either directly or indirectly through the attorney's client(s), at any time during the Look Back Period, and about whom Employee had gained Confidential Information (including access to the Attorney Relationships database maintained by the Company which includes the Company's proprietary gold, green, white and red attorney grading methodology and funding history ) or with whom Employee had personal contact during Employee's employment; (ii) each and every attorney, paralegal or attorney staff member to whom Employee submitted or assisted in a proposal for services, either to that attorney, paralegal, or attorney staff member directly or to that attorney's client, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; and (D) "Company Products or Services" shall mean products or services which are similar to, compete with, or can be used for the same purposes as products or services sold or offered to be sold by, or, to Employee's knowledge, in development at the Company, at any time during Employee's employment at the Company, including, without limitation, law firm financing, commercial litigation financing, plaintiff funding or structured settlements businesses.

6. REMEDIES. Employee acknowledges that the restrictions contained in Paragraphs 2, 3, 4, and 5 are reasonable and necessary to protect the business and interests of the Company and that any violation of these restrictions will cause substantial and irreparable injury to the Company, and as a consequence thereof, Employee agrees that the Company is entitled, in addition to any other remedies, to preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of such Paragraphs, without the posting of any bond or security. Employee further acknowledges that if Employee fails to comply with paragraph 5 above, the time period for that restriction will be extended by one day for each day Employee is found to have violated it, up to a maximum of one (1) year. In addition, in the event that the Company successfully brings litigation against Employee for breach of Paragraphs 2, 3, 4 or 5, the Company shall be entitled, in addition to any other remedies awarded to it, to its reasonable attorneys' fees incurred in prosecuting the litigation.

7. ENTIRE AGREEMENT. This Agreement shall supersede all previous agreements covering this subject matter between Employee and the Company.

8. SEVERABILITY AND MODIFICATION. If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under applicable law. Except as set forth in the prior sentence, no provision of this Agreement may be modified, waived, or discharged by the parties except in writing, and signed by Employee and by an authorized officer of the Company, or by the respective parties' legal representatives and successors.

9. SUCCESSORS. This Agreement shall inure to the benefit of the Company, its subsidiaries, affiliates, successors and assigns, or nominees. Employee agrees to execute any and all documents reasonably necessary to assign and/or transfer the Company's rights under this Agreement to such subsidiaries, affiliates, successors, assigns or nominees.

10. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and jurisdiction and venue for any matter shall be exclusive to the courts of Cook County, Illinois. This Agreement shall be binding upon and enforceable against any heirs and legal representatives and the assignees of any idea, inventions or discovery conceived or made by Employee.

EMPLOYEE ACKNOWLEDGES THAT BY SIGNING BELOW, EMPLOYEE HAS READ, UNDERSTOOD AND AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT, HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE OR HAS CHOSEN NOT TO RETAIN AN ATTORNEY AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS SET FORTH ABOVE. EMPLOYEE ALSO ACKNOWLEDGES THAT EMPLOYEE HAS RECEIVED A COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement.

OASIS LEGAL FINANCE OPERATION COMPANY LLC

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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# Exhibit M

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Littler Mendelson, PC  
321 N. Clark St.  
Suite 1000  
Chicago, IL 60654

October 11, 2016

James M. Wilz  
312.795.3246 direct  
312.372.5520 main  
312.372.7880 fax  
jwilz@littler.com

**VIA FEDERAL EXPRESS & EMAIL (tybeau40@yahoo.com)**

Tyson Beauchamp  
300 Town Center Blvd.  
Gilberts, IL 60136

***Re: Employment At Will Agreement***

Dear Mr. Beauchamp:

I represent Oasis Legal Finance Operating Company LLC ("Oasis" or the "Company") and write to remind you of the restrictions contained in the Employment At Will Agreement (the "Agreement") that you signed with Oasis on or about September 9, 2013 (a copy of which I have attached to this letter).

As you know, the Agreement contains protections relating to the Company's confidential information and also contains certain post-employment restrictions. In Section 3, you agreed not to use or disclose the Company's confidential information and to return such confidential information and any other Company property upon the termination of your employment. In Section 5, you agreed to restrictions on the solicitation of the Company's employees, as well as restrictions on solicitations of the Company Customers, Referral Sources, or Attorney Relationships with respect to Company Products or Services (as defined in the agreement) for a one-year period.

In Section 5, you agreed that for a one-year period you would not "engage in any work or activity that involves a product, system, apparatus, service, or development which is competitive with or similar to Company Products or Services with which [you] worked or with respect to which [you] obtained Confidential Information while employed by the Company, where [your] duties involve any level of strategic input." In Section 6 of the Agreement, you specifically acknowledged the reasonableness of these restrictions.

Oasis has reason to believe that you have agreed to work for a competitive business enterprise, Signal Funding, LLC, in violation of Section 5 of your Agreement. Accordingly, Oasis demands that you immediately cease and desist from any violation, or intended violation, of your continuing contractual obligations, including commencing employment with Signal Funding in violation of your Agreement.

Tyson Beauchamp  
October 11, 2016  
Page 2

Under the terms of the Agreement, Oasis will seek injunctive and compensatory relief if you breach your Agreement. You could be ordered to pay Oasis damages, as well as be enjoined from engaging in the infringing conduct. Moreover, per Section 6 of the Agreement, you would be responsible for paying for the Company's reasonable attorneys' fees should it prevail in any action to enforce the Agreement's terms.

It is my client's hope that you will honor your contractual obligations under the Agreement; and that we can resolve this matter without the necessity of invoking legal process. Accordingly, please certify in writing by October 14, 2016 that you have not and do not intend to work for Signal Funding, LLC in violation of your Agreement and that you have returned to Oasis all of its confidential information, materials and property.

You are hereby put on notice of anticipated litigation. You are also hereby put on notice of your associated duty to preserve evidence, both electronic and otherwise. You are required to take all measures to preserve and to not modify, alter or destroy any hard copy and electronic records and any tangible items which may, or could be, evidence in any forthcoming lawsuit against you and/or others acting in concert with you. This includes all records and other evidence maintained on your computers or systems, as well as any mobile storage device, thumb drive, PDA, digital camera, smart phone, or any other electronic information storage device, application, or service, and including any web-based email system, or web-based storage repositories such as Dropbox or Boxx. This also includes any correspondence or communications between you and Gary Chodes or anyone else affiliated or associated with Signal Funding, or any communications you have had with any individual employed by the Company regarding Signal Funding. If you have any questions regarding whether records or other property are, or could be, evidence in this dispute, you must preserve the material.

You have an obligation not to modify, delete, or alter in any fashion any hard copy and/or electronic records which could be relevant to potential pending claims against you. We also demand that you not alter, modify or delete any email records, including any records accessed through any web-based email accounts. If you fail to take reasonable measures to preserve evidence or potential evidence, a court may issue various sanctions against you, including monetary sanctions, issue sanctions, evidentiary sanctions, or a default judgment.

Thank you for your attention to this matter.

Sincerely,

  
James M. Witz

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## EMPLOYMENT AT WILL AGREEMENT

THIS AGREEMENT is made and entered into as of this 9 day of September, 2013, by and between Oasis Legal Finance Operating Company LLC, a Delaware limited liability company and Tyson Beauchamp (hereinafter referred to as the "Employee"). For purposes of this Agreement, the "Company" shall mean Oasis Legal Finance Operating Company LLC and all of its subsidiaries, affiliates, successors or assigns of such companies, including, but not limited to, Oasis Legal Finance Holding Company, LLC, Oasis Legal Finance, LLC, Courthouse Services, LLC, Courthouse Investments, LP, and Sanhedrin Management, LLC.

THEREFORE, in consideration for the Company's agreement to employ or to continue to employ Employee, and for other good and valuable consideration, which includes the ability to participate in the Company's incentive compensation program and Employee's continued access to confidential and proprietary information of the Company (including, but not limited to the Company's database regarding Attorney Relationships and clients) as well as a one-time payment of one thousand dollars (\$1,000.00), all of which Employee agrees and acknowledges that Employee would not receive absent Employee's execution of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Company and Employee agree as follows:

1. EMPLOYMENT IS FULL TIME AND AT-WILL. During Employee's employment with the Company, Employee will devote Employee's full business time and efforts to the Company and will not, without the Company's express written consent, engage in any employment or other business activity competitive with or in conflict with the business interests of the Company. Employee acknowledges that this Agreement does not create any obligation on Employee's part to work for the Company, or on the part of the Company to employ Employee, for any fixed period of time, and Employee's employment with the Company is at-will and may be terminated by Employee or the Company at any time with or without cause.

2. INVENTIONS AND INNOVATIONS. All inventions, business applications, innovations, methods, designs, ideas or improvements that relate to or are useable in connection with the business activities of the Company which Employee conceives, develops or reduces to practice, in whole or in part, during the period of Employee's employment with the Company (collectively, "Work Product") are the sole property of the Company. Employee will promptly reveal all information relating to the Work Product to the Manager of the Company and will assign all right, title, and interest in them to the Company. Employee assigns to the Company all interest in any patents, patent applications, or other intellectual property rights related to such Work Product and will assist the Company, at any time, in obtaining, maintaining, and prosecuting such rights. If any Work Product does not qualify as work made for hire, Employee will and does hereby assign to the Company all such Work Product free and clear of any liens, claims, or encumbrances.

3. CONFIDENTIAL INFORMATION. Employee agrees that, during and after Employee's employment with the Company, Employee will not disclose, in any manner, or use for or on behalf of anyone except the Company, or authorize anyone else to disclose or use, Confidential Information of the Company. Employee recognizes that the restrictions in this paragraph survive the termination of Employee's employment with the Company, for any reason. For purposes of this Agreement, "Confidential Information" shall mean any information, in any form, of or regarding the Company or which the Company compiled or collected at significant expense and effort, which is not known outside of the Company, and specifically includes, but is not limited to, Work Product; information about Attorney Relationships (as defined below), including the extensive database the Company has developed regarding Attorney Relationships including the Company's proprietary gold, green, white and red

attorney grading methodology and funding history; business plans and strategies; marketing plans; trading strategies; know-how; financial data and projections of the Company; and any other secret or confidential matter relating to any aspect of the business of the Company. Employee acknowledges and agrees that the Confidential Information identified above constitute trade secrets of the Company. Upon termination of Employee's employment, for any reason, Employee agrees to return immediately to Company all property of the Company (including but not limited to property provided to the Company by its clients, Attorney Relationships, or vendors) in Employee's possession, custody, or control, including, but not limited to, Confidential Information of the Company, in whatsoever medium recorded.

4. NONDISPARAGEMENT. During and after Employee's employment with the Company, Employee agrees not to make any disparaging or derogatory statements, remarks or comments, oral or written, directly or indirectly, to any individual or entity about or with reference to or with respect to the Company or any employee, officer, manager, director or agent of the Company.

5. NONCOMPETITION AND NONSOLICITATION. Employee agrees that during Employee's employment with the Company and for a period of one (1) year after the end of Employee's employment with the Company, for any reason whatsoever, Employee will not, within the United States of America, without the prior written consent of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity (i) recruit or hire any employees of the Company or otherwise attempt to solicit or induce any employee, independent contractor or agent of the Company to terminate his, her or its relationship with the Company; (ii) solicit, call upon, contract with, sell to, service, aid, or assist any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services, nor will Employee supervise anyone else in soliciting, calling upon, contracting with, selling to or servicing any Company Customers, Referral Sources or Attorney Relationships with respect to only Company Products or Services; (iii) engage in any work or activity that involves a product, system, apparatus, service or development which is competitive with or similar to Company Products or Services with which Employee worked or with respect to which Employee obtained Confidential Information while employed by the Company, where Employee's duties involve any level of strategic input; or (iv) accept a position of employment with any Referral Source or Attorney Relationship of the Company which is the same or substantially similar to any position Employee held with the Company during the last twelve (12) months of Employee's employment with the Company. Employee agrees and acknowledges that the activity, geographic and temporal scope of the restrictions of this section are reasonable, necessary for the protection of legitimate business interests of the Company, and will not prohibit Employee from being able to obtain meaningful employment during the restricted period.

For purposes of this Agreement, (A) "Company Customers" shall mean (a) each and every customer who has conducted business with the Company within the two (2) year period immediately preceding the date of Employee's termination (the "Look Back Period"), and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (b) each and every entity which was a prospective customer of the Company and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of the business of such entity, at any time during the Look Back Period; (B) "Referral Sources" shall mean (i) each and every entity from whom the Company has received referrals with regard to Company Products or Services at any time during the Look Back Period, and about whom Employee had gained Confidential Information or with whom Employee had personal contact during Employee's employment; and (ii) each and every entity that is a potential source of referrals for business and to whom Employee submitted or assisted in a proposal for services, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; (C) "Attorney

Relationships shall mean (i) each and every attorney, paralegal, or attorney staff member with whom the Company has done business, either directly or indirectly through the attorney's client(s), at any time during the Look Back Period, and about whom Employee had gained Confidential Information (including access to the Attorney Relationships database maintained by the Company which includes the Company's proprietary gold, green, white and red attorney grading methodology and funding history) or with whom Employee had personal contact during Employee's employment; (ii) each and every attorney, paralegal or attorney staff member to whom Employee submitted or assisted in a proposal for services, either to that attorney, paralegal, or attorney staff member directly or to that attorney's client, or otherwise solicited or assisted in the solicitation of referrals from such entity, at any time during the Look Back Period; and (D) "Company Products or Services" shall mean products or services which are similar to, compete with, or can be used for the same purposes as products or services sold or offered to be sold by, or, to Employee's knowledge, in development at the Company, at any time during Employee's employment at the Company, including, without limitation, law firm financing, commercial litigation financing, plaintiff funding or structured settlements businesses.

6. REMEDIES. Employee acknowledges that the restrictions contained in Paragraphs 2, 3, 4, and 5 are reasonable and necessary to protect the business and interests of the Company and that any violation of these restrictions will cause substantial and irreparable injury to the Company, and as a consequence thereof, Employee agrees that the Company is entitled, in addition to any other remedies, to preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of such Paragraphs, without the posting of any bond or security. Employee further acknowledges that if Employee fails to comply with paragraph 5 above, the time period for that restriction will be extended by one day for each day Employee is found to have violated it, up to a maximum of one (1) year. In addition, in the event that the Company successfully brings litigation against Employee for breach of Paragraphs 2, 3, 4 or 5, the Company shall be entitled, in addition to any other remedies awarded to it, to its reasonable attorneys' fees incurred in prosecuting the litigation.

7. ENTIRE AGREEMENT. This Agreement shall supersede all previous agreements covering this subject matter between Employee and the Company.

8. SEVERABILITY AND MODIFICATION. If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under applicable law. Except as set forth in the prior sentence, no provision of this Agreement may be modified, waived, or discharged by the parties except in writing, and signed by Employee and by an authorized officer of the Company, or by the respective parties' legal representatives and successors.

9. SUCCESSORS. This Agreement shall inure to the benefit of the Company, its subsidiaries, affiliates, successors and assigns, or nominees. Employee agrees to execute any and all documents reasonably necessary to assign and/or transfer the Company's rights under this Agreement to such subsidiaries, affiliates, successors, assigns or nominees.

10. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and jurisdiction and venue for any matter shall be exclusive to the courts of Cook County, Illinois. This Agreement shall be binding upon and enforceable against any heirs and legal representatives and the assignees of any idea, inventions or discovery conceived or made by Employee.

EMPLOYEE ACKNOWLEDGES THAT BY SIGNING BELOW, EMPLOYEE HAS READ, UNDERSTOOD AND AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT, HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE OR HAS CHOSEN NOT TO RETAIN AN ATTORNEY AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS SET FORTH ABOVE. EMPLOYEE ALSO ACKNOWLEDGES THAT EMPLOYEE HAS RECEIVED A COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement.

OASIS LEGAL FINANCE OPERATION COMPANY LLC

By: [Signature]

Its: VP Controller

Date: 9/9/2013

[Signature]  
Employee

Date: 9/9/2013

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Littler Mendelson, PC  
321 N. Clark St.  
Suite 1000  
Chicago, IL 60654

October 11, 2016

James M. Wiltz  
312.795.3248 direct  
312.372.5520 main  
312.372.7880 fax  
jwiltz@littler.com

**VIA FEDERAL EXPRESS & EMAIL (trevorscott@yahoo.com)**

Trevor Scott  
280 Jackson St.  
Gilberts, IL 60136

***Re: Employment At Will Agreement***

Dear Mr. Scott:

I represent Oasis Legal Finance Operating Company LLC ("Oasis" or the "Company") and write to remind you of the restrictions contained in the Employment At Will Agreement (the "Agreement") that you signed with Oasis on or about November 19, 2010 (a copy of which I have attached to this letter).

As you know, the Agreement contains protections relating to the Company's confidential information and also contains certain post-employment restrictions. In Section 3, you agreed not to use or disclose the Company's confidential information and to return such confidential information and any other Company property upon the termination of your employment. In Section 4, you agreed to restrictions on the solicitation of the Company's customers and employees for a two-year period. Also in Section 4, you agreed that you would not "engage in or contribute any Confidential Information to any work or activity during the Post-Employment Period [two years after termination of employment] that involves a product, system, apparatus, service, or development which is then competitive with or similar to a product, system, apparatus, service, or development on which [you] worked or with respect to which [you] had access to while at the Company." In Section 5 of the Agreement, you specifically acknowledged the reasonableness of these restrictions.

Oasis has reason to believe that you have agreed to work for a competitive business enterprise, Signal Funding, LLC, in violation of Section 4 of your Agreement. Accordingly, Oasis demands that you immediately cease and desist from any violation, or intended violation, of your continuing contractual obligations, including commencing employment with Signal Funding in violation of your Agreement.

Under the terms of the Agreement, Oasis will seek injunctive and compensatory relief if you breach your Agreement. You could be ordered to pay Oasis damages, as well as be enjoined from engaging in the infringing conduct.

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Treyor Scott  
October 11, 2016  
Page 2

It is my client's hope that you will honor your contractual obligations under the Agreement, and that we can resolve this matter without the necessity of invoking legal process. Accordingly, please certify in writing by **October 14, 2016** that you have not and do not intend to work for Signal Funding, LLC in violation of your Agreement and that you have returned to Oasis all of its confidential information, materials and property.

You are hereby put on notice of anticipated litigation. You are also hereby put on notice of your associated duty to preserve evidence, both electronic and otherwise. You are required to take all measures to preserve and to not modify, alter or destroy any hard copy and electronic records and any tangible items which may, or could be, evidence in any forthcoming lawsuit against you and/or others acting in concert with you. This includes all records and other evidence maintained on your computers or systems, as well as any mobile storage device, thumb drive, PDA, digital camera, smart phone, or any other electronic information storage device, application, or service, and including any web-based email system, or web-based storage repositories such as Dropbox or Boxx. This also includes any correspondence or communications between you and Gary Chodes or anyone else affiliated or associated with Signal Funding, or any communications you have had with any individual employed by the Company regarding Signal Funding. If you have any questions regarding whether records or other property are, or could be, evidence in this dispute, you must preserve the material.

You have an obligation not to modify, delete, or alter in any fashion any hard copy and/or electronic records which could be relevant to potential pending claims against you. We also demand that you not alter, modify or delete any email records, including any records accessed through any web-based email accounts. If you fail to take reasonable measures to preserve evidence or potential evidence, a court may issue various sanctions against you, including monetary sanctions, issue sanctions, evidentiary sanctions, or a default judgment.

Thank you for your attention to this matter.

Sincerely,

  
James M. Witz

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**EMPLOYMENT AT WILL AGREEMENT**

In consideration of my employment or continued employment by Oasis Legal Finance Operating Company LLC, a Delaware limited liability company, or any subsidiary, affiliate, successor or assign of such companies (referred to herein as the "Company") and the compensation paid or to be paid to me by the Company from time to time, I represent, warrant and agree as follows:

1. **EMPLOYMENT IS FULL TIME AND AT-WILL.** During my employment with the Company, I will devote my full business time and efforts to the Company and will not, without the Company's express written consent, engage in any employment or other business activity competitive with or in conflict with the business interests of the Company. I acknowledge that this Agreement does not create any obligation on my part to work for the Company, or on the part of the Company to employ me, for any fixed period of time, and my employment with the Company is at-will and may be terminated by me or the Company at any time with or without cause.

2. **INVENTIONS AND INNOVATIONS.** I acknowledge and agree that all rights, title and interest in and to all past, present and future (i) inventions, business applications, innovations, methods, designs, ideas or improvements related, directly or indirectly, to the business of the Company or any client of the Company and (ii) copyrights, patents, trademarks and trade names which I develop or create in whole or in part at any time and at any place during my employment with the Company and related to or useable in connection with the business activities of the Company or any client of the Company (all items set forth in (i) and (ii) above are hereafter collectively referred to as the "Inventions and Innovations") are "works made for hire" and shall be and remain forever the sole and exclusive property of the Company. I agree to promptly reveal all information relating to the Inventions and Innovations to the Manager of the Company and to cooperate with the Company and execute such documents as may be necessary to seek copyright, patent or trademark protection in connection therewith.

3. **CONFIDENTIALITY AND NONDISPARAGEMENT.** During and after my employment with the Company, I will not use or disclose, or authorize anyone else to use or disclose, any Inventions or Innovations, financial information, client lists, files, trading strategies, rolodex cards, forms, contracts, agreements, technical information, systems, marketing plans, know-how or any other secret or confidential matter relating to any aspect of the business of the Company or any client of the Company without the prior express written consent of the Company (collectively, "Confidential Information"). In the event my employment with the Company terminates for any reason, I will immediately deliver to the Company all copies of all materials of any nature regarding the Company or any client of the Company, and I will not take with me any such materials or reproductions thereof. During and after my employment with the Company, I further agree not to make any adverse or derogatory statements, remarks or comments, oral or written, directly or indirectly, to any individual or entity about or with reference to or with respect to the Company or any employee, officer, manager, director or agent of the Company.

4. **NONCOMPETITION.** During my employment with the Company and for a period of Two (2) years after my employment is terminated ("Post-Employment Period") by the Company or by me for any reason, with or without cause, I will not, without the prior written consent of the Company, directly or indirectly, individually or as a shareholder, director or officer of any corporation, a partner of any partnership, a member or manager of any limited liability company, an owner of any other entity or as an employee, agent, consultant or advisor of any entity (i) recruit or hire any employee of the Company or otherwise attempt to solicit or induce any employee to leave the employment of the Company; (ii) solicit, induce or provide or attempt to solicit or induce any product or services to any client or Prospective Client of the Company which is competitive in any manner with the products or services which the Company may provide to such clients, regardless of whether or not the Company has or is now selling such products or services; (iii) engage in or contribute any Confidential Information to any work or activity

during the Post-Employment Period that involves a product, system, apparatus, service or development which is then competitive with or similar to a product, system, apparatus, service or development on which I worked or with respect to which I had access to while at the Company; or (iv) accept a position of employment with any client or Prospective Client of the Company which is the same or substantially similar to my current position with the Company. Following the expiration of the said one (2) year period, I shall continue to be obligated under Paragraphs 2 and 3 of this Agreement. For purposes hereof, Prospective Client shall mean any person, firm or entity which has been in contact with any employee or agent of the Company regarding the products and services of the Company during the then immediately preceding twelve-month period.

5. **REMEDIES.** I acknowledge that the restrictions contained in Paragraphs 2, 3 and 4 are reasonable and necessary to protect the business and interests of the Company and that any violation of these restrictions will cause substantial and irreparable injury to the Company, and as a consequence thereof, I agree that the Company is entitled, in addition to any other remedies, to preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach of such Paragraphs.

6. **ENTIRE AGREEMENT.** This Agreement shall supersede all previous agreements covering this subject matter between me and the Company.

7. **SEVERABILITY.** If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under applicable law.

8. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and jurisdiction and venue for any matter shall be exclusive to the courts of Cook County, Illinois. This Agreement shall be binding upon and enforceable against my heirs and legal representatives and the assigns of any idea, inventions or discovery conceived or made by me.

I ACKNOWLEDGE THAT BY SIGNING BELOW, I HAVE READ, UNDERSTOOD AND AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT, HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF MY CHOICE OR HAVE CHOSEN NOT TO RETAIN AN ATTORNEY AND UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS SET FORTH ABOVE. I ALSO ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

Date:

11/19/10





# Exhibit N

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WILLIAMS, BAX & SALTZMAN, P.C.

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WRITER'S EMAIL  
saltzman@wbs-law.com

WEBSITE  
www.wbs-law.com

October 14, 2016

VIA E-MAIL & U.S. MAIL

James M. Witz  
Littler Mendelson, P.C.  
321 N. Clark St., Suite 1000  
Chicago, IL 60654  
(jwitz@littler.com)

Re: Tyson Beauchamp & Trevor Scott

Dear Mr. Witz,

This firm represents Tyson Beauchamp and Tyler Scott. This is in response to your letters of October 11, 2016. Neither Mr. Beauchamp nor Mr. Scott is under any obligation to report their current employment status to Oasis Legal Finance Operating Company, LLC ("Oasis"). We do not believe that the restrictive covenants contained in the employment agreements that Mr. Beauchamp and Mr. Scott signed with Oasis are enforceable and we do not believe that there has been any violation of the terms of those agreements.

All further communications regarding this matter shall be directed to me.

Sincerely,

  
Kerry E. Saltzman

KES/tg

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# Exhibit O

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**From:** Lou Vena [<mailto:louvena@hotmail.com>]  
**Sent:** Friday, October 21, 2016 11:12 PM  
**To:** Ralph Shayne; Kevin Connor; Colin Lawler  
**Subject:** Re: Letter of resignation

Yes, I gave my office keys, key card, and cell phone to Colin and Debbie.

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**From:** Ralph Shayne <[rshayne@oasisfinancial.com](mailto:rshayne@oasisfinancial.com)>  
**Sent:** Friday, October 21, 2016 11:10 PM  
**To:** Lou Vena; Kevin Connor  
**Subject:** RE: Letter of resignation

Thank you, Lou. Have you returned all company property to us?

Ralph

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**From:** Lou Vena [<mailto:louvena@hotmail.com>]  
**Sent:** Friday, October 21, 2016 10:58 PM  
**To:** Ralph Shayne; Kevin Connor; Colin Lawler  
**Subject:** Letter of resignation

Please see attached.

# Chancery DIVISION

## Litigant List

Printed on 03/20/2018

Case Number: 2016-CH-13882

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### Plaintiffs

Plaintiffs Name	Plaintiffs Address	State	Zip	Unit #
OASIS LEGAL FNCE OPRTNG C			0000	
112916 CONSL W/16CH09317			0000	

Total Plaintiffs: 2

### Defendants

Defendant Name	Defendant Address	State	Unit #	Service By
CHODES     GARY			0000	
SIGNAL FUNDING LLC			0000	
OASIS GROUP DISBLTY LLC			0000	
JAFRI     FAVRA			0000	
HABEL     JAMES			0000	
OLSEN     MICHAEL			0000	
WANDER     JOSHUA			0000	
BEAUCHAMP     TYSON			0000	
SCOTT     TREVOR			0000	
VENA     LOU			0000	

Total Defendants: 10